

AGREEMENT

AXIAL
CORPORATION
LAKE CHARLES COMPLEX
AND
LOCAL LODGE 470 OF
DISTRICT 161
INTERNATIONAL ASSOCIATION
OF
MACHINISTS
AND
AEROSPACE WORKERS

AUGUST 31, 2012

LAKE CHARLES, LOUISIANA

K#1683

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PREAMBLE

This Agreement is entered into this 31st day of August, 2012 by and between Axiall Corporation, (hereinafter referred to as the Company), and Local Lodge 470 of District 161, International Association of Machinists and Aerospace Workers (hereinafter referred to as the Union), who have entered into negotiations and agreed upon the following contract.

ARTICLE I -- PURPOSE OF AGREEMENT

Section 1.--Intent.

It is the intent and purpose of the parties hereto that this Agreement covering rates of pay, hours of work, and conditions of employment will promote good industrial and economic relations and establish a basis for securing cooperation and good will between the Company and the Union. It is agreed by both parties to this Agreement that all provisions herein are meaningful.

Section 2.--Productivity.

In consideration of the obligations assumed by the Company under this Agreement, the Union recognizes its responsibilities to secure and sustain maximum productivity per employee during the term of this Agreement in order that the Company may receive a fair day's work for the pay provided for in this Agreement. The Union is fully in agreement with the objective of achieving in this plant the highest level of employee performance and efficiency consistent with the terms of this Agreement and agrees that the Union, its agents and its members will not take, authorize, or condone any action which interferes with the attainment of such objective.

Section 3.--No Strike Clause.

It is understood that there shall be no strike, sit-down, slow-down, work stoppage or limitation upon production during the life of this Agreement nor shall any officer, representative or official of the Local Union or the Grand Lodge assist or encourage any strike, sit-down, slow-down, work stoppage or limitation upon production during the life of this Agreement. If any employee or group of employees represented by the Union should violate the intent of this paragraph, the Union, through its proper officers, will promptly notify the Company and such employee or employees in writing of its disapproval of such violation.

Section 4.--Liability.

Should a strike, sit-down, slow-down, work stoppage or limitation upon production occur, which is not authorized, assisted or encouraged by the Local Union or by the Grand Lodge or by any officer, representative or official of either, and such violation is disapproved as provided in Section 3, the Company will not hold the Local Union or Grand Lodge liable for such strike, sit-down, slow-down, work stoppage, or limitation upon production.

Section 5.--

The Company will not engage in any lockout during the life of this Agreement.

ARTICLE II -- RECOGNITION

Section 1.--

The Company recognizes the Union as the sole collective bargaining agent for all employees included in the bargaining unit as certified on September 20, 1948, and later reaffirmed on December 20, 1949, and again on January 1, 1954, by the National Labor Relations Board, including all hourly-paid production and maintenance employees of the Company employed at the Lake Charles, Louisiana Complex, excluding clerical office workers, technically trained laboratory employees, plant guards, plant protective firemen, temporary employees and all supervisory employees as defined by the Act, as amended for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as more fully set out in Section 9a of the Labor Management Relations Act of 1947, as amended.

Section 2.--

This Agreement shall be binding on the parties, their heirs, successors, administrators, executors, and assigns. In the event the entire operation is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, or is taken over by management control, such operator shall continue to be subject to the terms and conditions of the Agreement for the duration of the Agreement.

ARTICLE III -- UNION SECURITY

Section 1.--

The provisions of Section 2 of this Article shall be inapplicable as long as Louisiana Act 97 as passed in the 1976 session of the Louisiana Legislature is in effect. If during the life of this contract the provisions of Section 2 become legal, they will become applicable as of that date provided no other comparable laws are then in effect.

Section 2.--

The Company is agreeable to making payment of initiation fees and regular current union dues a condition of continued employment for all employees in the bargaining unit, as set forth in Article II, except temporary employees and probationary employees who shall not be subject to the provisions of this Article. If a Union member fails to pay his regular union dues, the Union agrees to notify the Company in writing of the employee's failure to do so, and the Company agrees that within fourteen (14) days after such written notice is received, it will discharge said employee unless he pays his regular union dues within such period. New employees required to pay union dues and initiation fees under this provision shall do so upon completion of their probationary period. The Union agrees to accept all employees who shall make application into membership.

ARTICLE IV -- DUES PAYMENT

Section 1.--

The Company agrees to deduct union dues from the pay of employees who voluntarily and individually authorize the deduction. Such monies so deducted shall be forwarded once a month, on or before the 15th day of the month following the deductions, to the Secretary-Treasurer of the Union. The card for such authorization will be in the following form:

MEMBERSHIP APPLICATION. Check here: () To the Officers and Members of Lodge #470. I hereby tender my application for membership in the International Association of Machinists and Aerospace Workers (IAM). I understand that while I may be required to tender monthly fees to the Union, I am not required to apply for membership or be a member as a condition of employment and that this application for membership is voluntary. As a member, I agree to obey the Constitution of the IAM and the by-laws of my Lodge and to support the principles of trade unionism, and I authorize the IAM and/or its designated affiliate to act as my representative for collective bargaining.

If former member of IAM: Card No. _____ Lodge No. _____ Location _____ Last Dues Paid _____

CHECK-OFF AUTHORIZATION. Check here: () I authorize my Employer to deduct from my wages and forward to the Union: (1) monthly membership dues or an equivalent service fee; and (2) any required initiation or reinstatement fee as set forth in the collective bargaining agreement between the Employer and the Union and the by-laws of the Lodge. This authorization shall be irrevocable for one (1) year or until the termination of the collective bargaining agreement between my Employer and the Union, whichever occurs sooner. I agree that this authorization shall be automatically renewed for successive one (1) year periods or until the termination of the collective bargaining agreement, whichever is the lesser, unless I revoke it by giving written notice to my Employer and Union not more than twenty (20) and not less than five (5) days prior to the expiration of the appropriate yearly period or contract term. I expressly agree that this authorization is independent of, and not a quid pro quo, for union membership, but recognizes the value of the services provided to me by the Union. It shall continue in full force and effect even if I resign my Union membership, except if properly revoked in the manner prescribed above.

IMPORTANT NOTICE. I have examined and acknowledge receipt of the attached "Notice to Employees Subject to Union Security Clauses" (on back of pink sheet). I also understand that IAM members have certain rights and privileges as set forth in the IAM Constitution and in various Federal laws, like the Labor Management Reporting and Disclosure Act (LMRDA). Copies of the IAM constitution and the LMRDA may be obtained by contacting the IAM General Secretary-Treasurer, 9000 Machinists Place, Upper Marlboro, MD 20772. Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Signature

Date

FORM No. MR0001-06

Section 2.--Indemnity.

The Union shall indemnify, defend and save the Company harmless against any and all claims, demands, suits, or other form of liability that shall arise out of or by reason of action taken by the Company in reliance on the employee payroll deduction authorization cards submitted by the Union to the Company.

ARTICLE V -- MANAGEMENT

Section 1.--Company Retention of Rights.

It is agreed that the Company retains all rights and privileges which are not specifically relinquished or modified herein.

Section 2.--Management Clause.

The function of Management shall be expressly reserved to the Company, under which it shall have, among others (this enumeration being merely by way of illustration and not by way of limiting in any respect whatsoever the provisions of Section 1 hereof), the right to hire new employees and to direct the working force, to discipline, suspend or discharge for just cause, transfer, and lay off employees; the Company will formulate work rules and regulations; it will decide the number and location of additional facilities or manufacturing units, subcontract work where the purpose and intent is not to reduce the regular

working force, determine products to be manufactured, and plan and establish the methods and schedules of production including the means and processes of manufacturing. The exercise of these privileges of Management shall not be in violation of any of the terms and conditions of this agreement.

ARTICLE VI -- WAGES

Section 1.--Wage Schedule.

Attached to and made a part hereof is a schedule entitled Appendix "A", showing the classification of all employees coming under this Agreement with the rates of wages agreed upon between the Company and the Union which shall prevail from August 31, 2012 through August 28, 2015.

Section 2.--Wage Change Date.

Effective September 3, 2012 (3% increase to all classifications), September 2, 2013 (3% increase to all classifications), and September 1, 2014 (3% increase to all classifications), wage rates will be adjusted in accordance with Appendix "A".

In addition:

B Operator (hired after 8/29/09) -- in year one (1) will receive an adjustment of \$1.00 per hour prior to applying the 3% increase

Service Mechanic Car Repairman, Carpenter, Garage Mechanic, Heavy Equipment Operator, Painter, Pipefitter, Rigger and Utility/Insulators -- in year one (1) will receive a \$.50 per hour increase prior to applying the 3% increase

Electrolyzer Renewal Helpers and Electrolyzer Renewal Man A and C (hired after 8/29/09) -- the former Entry Rate was changed to the Top Job Rate prior to the 3% increase being applied. These classifications will no longer have multiple rates for employees hired after 8/29/09.

C and D Operators (hired after 8/29/09) -- the former Entry Rate was changed to the Top Job Rate prior to the 3% increase being applied. These classifications will no longer have multiple rates for employees hired after 8/29/09.

Section 3.--New Jobs.

It is recognized that changing conditions may, from time to time, require the establishment of new occupations, expansions, or job classifications. This may be due to new manufacturing processes, new units, new occupations, etc. In such cases management will develop an appropriate wage rate and fill the job with an eligible employee. The Company will notify the Union of the rate and the beginning date of the forty-five (45) day period when a new job is established.

Section 4.--New Job Rate.

If the Union is dissatisfied with the rate proposed by the Company, it may, within forty-five (45) days of actual work after the rate is put into effect, file a grievance at Step 3 of the Settlement of Grievances Procedure alleging an inequity with respect to such wage rate. If a grievance is not filed within the forty-five (45) day period, the rate shall be considered satisfactory and shall remain unchanged for the life of the Agreement in accordance with the provisions of this Article.

Section 5.--Job Rate Grievance.

If a grievance is submitted to arbitration, the arbitrator's decision shall be governed by the principle that a new or adjusted wage rate shall bear a fair relationship to the rate of other jobs in the plant. The decision shall be effective as of the date the employee was assigned to the new or adjusted wage rate.

Section 6.--Trial Period and Rate.

The rate of an employee on his first job classification in a department shall be as listed in Appendix "A" for the job to which the employee has been assigned. His initial trial period will be up to sixty (60) consecutive days of actual work. Thereafter, when an employee assumes the duties of a higher-rated job within the same department, he will be required to complete a trial period of up to forty-five (45) consecutive days of actual work. When there are two (2) employees on one (1) job because one (1) employee is "breaking in" on a higher-rated job, the employee learning the job will receive his previous rate of pay. An employee will be notified of a change in his classification and pay rate upon request.

A Tier "B" or Service Pool employee moving to the Tier "A" progression on a permanent or temporary job will maintain his current pay rate until he assumes the duties of his new job. At that time the employee will assume the pay rate of the new job.

Section 7.--Permanent Vacancy and Temporary Assignments.

A permanent vacancy shall be considered as one created by death, quit, transfer to another department, permanent promotion, discharge, retirement or permanent addition to a classification. All other vacancies are considered as temporary vacancies.

An employee who is temporarily assigned to perform the work on a higher-rated job shall be paid the higher rate while so assigned. An employee who is temporarily assigned to perform the work of a lower-rated job shall be paid his regular rate while assigned. Management will have the right to decide when and if it is necessary to make the temporary job transfer and to choose the qualified employee for the job.

For Production Department full rotating shift jobs, except the entry job, temporary vacancies will be filled in this manner: If known to be for an extended period of time, these vacancies can be filled by vacation relief employees up to and including ninety (90) days; otherwise one to ten days--by any qualified employee or overtime; 11 to 90 days--senior qualified employee, including vacation relief employees, or overtime; over 90 days--will be filled according to the job posting requirements set forth under Article X, Section 4. When choosing to fill extended temporary vacancies with relief people, senior relief people will fill senior extended temporary vacancies and junior relief people will fill junior extended temporary vacancies, subject to the qualified relief employees' availability. Any deviation will result in an adjustment of the assignment to extended temporary vacancies on the next posted schedule.

For all other jobs, temporary vacancies, if filled, will be filled after ten (10) days by the senior qualified employee.

ARTICLE VII – HOURS

Section 1.--Hours of Work.

The provisions of this article are intended to provide, under normal plant conditions eight (8) hours of work per day, forty (40) hours per week and such overtime hours as may be necessary but shall not be construed as a guarantee of any specified number of hours of work either per day or per week.

Section 2.--Work Week.

The Complex work week shall begin at 11:00 p.m. on Sunday and end at 11:00 p.m. on the following Sunday.

Section 3.--Work Day.

Eight (8) hours of work shall constitute a normal day's work. A normal day shall be defined as any consecutive twenty-four (24) hour period beginning at 11:00 p.m. and ending at 11:00 p.m. on the following calendar day.

NOTE: The word days in this Contract refers to workdays unless otherwise specified.

Section 4.--Pay Day.

Hourly paid employees shall be paid weekly. Payday will be on Thursday when possible. Employees not scheduled to work Thursday will be paid upon application to the supervisor on the preceding Wednesday. Checks will be mailed upon request to employees scheduled off on Thursday and Friday. Where a holiday occurs on Thursday, employees will be paid on Wednesday.

Employees hired on or after May 20, 2003 will be paid by direct deposit and their advice slips will be mailed to their home address.

Section 5.--Schedule Posting.

Normal working schedules shall be posted in each department. Vacation relief six weeks schedules will be posted monthly. (Note: The vacation selection/scheduling examples presented during the 2006 negotiations will be used as guidance.)

Section 6.--Exchange of Shifts.

Supervisors may permit shift employees, upon request, to exchange their scheduled shifts and hours for justifiable reason without penalty to the Company.

Section 7.--Tool Clean-Up Time.

When an employee is required to return Company tools or Company equipment at the end of a workday, he shall be allowed a reasonable time to do so before the end of a workday. When an employee is required to return or clean Company tools or equipment before taking his lunch period, he shall be given a reasonable time to do so.

Section 8.--Shift Changes.

Effective January 29, 2007 normal shift changes will take place at 11:00 p.m., 7:00 a.m., 3:00 p.m. Further, normal 12-hour shift changes will take place at 6:30 a.m. and 6:30 p.m.

Day shift workers in the Maintenance Department will work 7:00 a.m. to 3:00 p.m. in the same manner as production workers.

Day workers in the Maintenance Department shall normally work from 7:00 a.m. to 3:30 p.m. Monday through Friday, exclusive of thirty (30) minute lunch period. When day workers are scheduled on weekends, unless otherwise designated, the same schedule will be followed.

In the event maintenance employees or shipping employees are permanently assigned to shift work, choice of such shift assignments shall be based on Group Seniority when the employee is qualified. This means that if the shift vacancies are not filled voluntarily, the junior man will be assigned.

Any shift assignment in the Maintenance Department and Shipping Department that lasts for more than six (6) weeks is considered the same as a permanent shift, except gas turbine overhauls which shall be eight (8) weeks. Junior men will not be assigned on shift work until they have completed their probationary period.

In the Shipping Department all employees who rotate at least one (1) out of three (3) weeks will be designated as shift workers.

Section 9.--Work During Lunch.

Any employee who has a regularly scheduled lunch period and who is required by his foreman to work during his lunch period shall be compensated at the rate of time and one-half (1-1/2) for such work. Such employees, working into their lunch period, shall be given sufficient time to eat their lunch later without loss of pay.

ARTICLE VIII -- OVERTIME

Section 1.--Carryover, Misapplication

The provisions of this Article are intended only to provide the basis for the calculation and payment for overtime and shall not be construed as a guarantee that there will be any overtime per day or per week. Since overtime payments are a penalty against the Company, all overtime work will be kept to an absolute minimum. Overtime, when required, will be distributed as equitably as practical within Plant "A", Plant "B", Plant "C" and the Complex Group, considering the availability of the employees and the nature of the work.

Maintenance Department overtime availability lists will be compiled daily for Plant "A", Plant "B", Plant "C" and the Complex Group. Complex Group employees assigned to a plant will indicate their overtime availability in that plant and will be considered a part of that plant's manning for all overtime administration. Employees will declare their availability no later than 12:00 Noon each day by completing an overtime availability sign-up list indicating availability for either overtime, callout or both. For callout overtime, availability can be for either assigned work area, assigned Plant, or both. On daily carryover jobs the lowest available man, or men if more than one work group (classification(s) is required, will continue on the job if the employee has declared availability anywhere in the Lake Charles Complex. Replacement or supplementary manning will be accomplished by using the low available man (or men) in the affected plant (A, B, C and the Complex Group). On carryover jobs starting two (2) or more hours before shift change, employees assigned to the job must be on the job the two (2) or more hours prior to shift change to qualify for the carryover overtime. On weekend carryover the low available man, or men if more than one (1) work group is required, will continue on the job and replacement or supplementary manning will be accomplished by using the low available man, or men in the affected plant. Weekend carryover will only be used where continuity is required. Continuity is defined as the need for knowledge of the job status, and the work sequence to effectively perform the duties. Availability when declared for scheduled overtime on regularly scheduled days off will be for a consecutive twenty-four (24) hour period beginning at 11:00 p.m. and ending at 11:00 p.m. on the following calendar day. Scheduled overtime work will be manned by using the low available man in the affected plant. If this is not possible, the low available man in the unaffected plant will be assigned. If this is not possible, the low man in the affected plant must work the assignment.

For callout overtime only, work will be manned in the same order as scheduled overtime, except the low available person(s) in the specific work area of the overtime assignment will be used prior to moving to an unaffected plant.

Overtime Misapplication Penalty

After it is determined that an error was made in an overtime assignment when using the overtime list, the following will apply:

Upon request of the aggrieved employee, the Company will offer him the opportunity to work the equivalent daily hold-over or Saturday overtime during the following fourteen (14) calendar days, provided he gives the Company twenty-four (24) hours notice of the time he elects to work. Such opportunity to work will not be provided at a premium rate greater or less than was applicable to the missed time.

Section 2.—Overtime.

Overtime or penalty pay shall be paid at time and one-half (1-1/2) the regular rate for all hours worked over eight (8) in a work day, all hours worked outside an employee's scheduled shift or in excess of forty (40) in a work week, whichever results in greater pay for the employee. Scheduled shift refers to an employee's assigned shift on the day affected. In no case will overtime or penalty pay be pyramided.

Section 3.—Over Twelve Hours.

Overtime rates shall be computed at time and one-half (1-1/2) the employee's straight-time hourly rate for all overtime except overtime worked in excess of twelve (12) consecutive hours. Time worked in excess of twelve (12) consecutive hours shall be computed at twice (2) the employee's straight-time hourly rate. Whenever two (2) or more premium rates are applicable, only one (1), the highest, shall be paid.

Section 4.—Explanation of Overtime Procedure.

Maintenance Employees: (Existing Rotational Overtime Procedure)

It is understood by both parties that the implementation of the above procedure will be done by using the most recent overtime list available. The overtime list is constructed by listing the names of employees by work groups (classifications) and designating the low man by means of a floating pointer in each work group. The pointer begins at the top of the list and then moves down the list at the rate of one name per workday. When the pointer reaches the bottom of the list, the pointer restarts at the top of the list.

- (1) Two separate overtime availability lists are printed each day. The "Overtime List" is used for regular scheduled overtime starting at 3:30 p.m. Monday through Friday and for any scheduled overtime from 11:00 p.m. (start of new day) to 11:00 p.m. Saturday, Sunday, and holidays. Holidays are treated the same as weekends. The "Callout List" is used for all non-scheduled overtime. In lieu of polling, the "Callout List" also is used for scheduled overtime which falls into the following periods:

- (a) between 3:30 p.m. Monday-Thursday to 7:00 a.m. Tuesday-Friday,
- (b) between 3:30 p.m. Friday to 11:00 p.m. Friday, and
- (c) between 11:00 p.m. Sunday to 7:00 a.m. Monday.

- (2) For holdover and scheduled overtime, the daily starting position for each plant will be indicated by a pointer. A supervisor will enter the list at the appropriate affected plant pointer to begin assigning overtime. He will assign the overtime beginning with the name indicated by the pointer and then proceed down the list based on plant availability. After reaching the end of the particular craft/job group listing, the supervisor will "loop" to the top of the list and continue manning jobs based on plant availability.

For callout overtime only, the daily starting position for each plant will be indicated by the affected plant pointer. The overtime job will be manned by beginning with the name indicated by the pointer and proceeding down the list based on the plant availability. After reaching the end of the particular skill/job group listing, the supervisor will "loop" to the top of the list and continue manning the job based on the plant availability. If unable to complete the manning of the job, the supervisor will return to the affected plant pointer and proceed down the list using the work area's availability for the overtime job being manned.

- (3) Once all affected plant availability has been used, the supervisor will go to the pointer of the unaffected plant with the least average total overtime compiled during the previous two-month period. From that position down the list, he will use each of the other plant's availability in the order of least average total overtime compiled during the previous two-month period. Each plant's availability will be exhausted before moving on to the next plant.
- (4) After all complex-wide availability for a particular skill/job group has been exhausted, and additional workers are required, the supervisor will return to the affected plant pointer. From this position down, if he is assigning scheduled overtime, he will begin forcing in the affected plant.

If a supervisor is manning callout overtime, he will call ten (10) people in the group and offer overtime. If additional workers are still required, he will return again to the affected plant's pointer and force in order down the list.

Out-of-plant forcing follows the same pattern as Paragraph 3.

Workers in skill/job groups where callout response is a problem will be assigned pagers to be worn on weekends (Thursday PM through Monday AM) and holidays (PM before through AM following). The number of pagers will be determined by taking 8% of the skill/job group and rounding down. Callout response will be considered a problem if there are three (3) instances during the previous twelve (12) weeks requiring more than ten (10) calls per craftsman needed to man a job. A classification will be removed from the requirement to carry pagers if there is only one instance during the previous six (6) months requiring more than ten (10) calls per craftsman needed to man a job.

For callouts in skill/job groups assigned pagers the callout sequence in Paragraphs 2, 3, and 4 will be broken after ten (10) calls are made without obtaining the necessary manning from the group for the job. The workers with pagers will be contacted in the following order to report to work:

Starting at the pointer of the affected plant proceed down the list to page the workers in the affected plant.

Go to the pointer of the unaffected plant with the least average total overtime compiled during the previous two month period and proceed down the list to page the workers in that plant. Proceed to each of the other unaffected plants in the order of least average total overtime compiled in the previous two months contacting the workers with pagers to report to work.

If an employee with a pager has responded to a callout that day go to the next worker with a pager.

If all the employees with pagers have responded to a callout that day, the callout process will resume at the point it was broken. If the callout process enters the force mode, pagers will be used to force employees when the callout order reaches their name. Employees covered in Appendix E are excluded from the provision requiring pager assignments.

- (5) Any workers in a particular skill/job that are off the overtime availability lists will be maintained in a separate "OFF-LIST" identical to the way the "ON-LIST" order is maintained. Separate pointers will rotate through the "OFF-LIST" names to indicate a starting position for forcing by plant should all "ON-LIST" personnel be exhausted.
- (6) At 7:00 a.m. every day, each plant pointer will move one position. The position change is a change in name within each plant for its respective pointer. The pointer will move seven times each week.
- (7) Plant transfers, work group changes, or shift swaps involving plant transfers will change the projected movement of the respective plant pointer. Vacations and absences will not affect pointer movement.
- (8) In skill/job groups where there exist seven (7) people for a plant, or multiples of seven (7), an extra person ("Eighth Man") will be inserted for that plant at the top of the skill/job group. This is to prevent a person from being a low man on the same day each week, every other week, etc. The "Eighth Man" is determined every Monday and remains on the list seven (7) days.
- (9) Consistent with the previous manning procedure, the Friday "Overtime List" will be used to man scheduled overtime for Friday night, Saturday, and Sunday. This means the low man Friday is low for Saturday and Sunday scheduling also. Holidays are treated the same as weekends.

For weekend or holiday call-out, a separate "Callout List" will be used for each day (Friday, Saturday, and Sunday), and the respective plant pointers will continue their normal movement cycle through the weekend.

- (10) Positions on the list will be rearranged every two months, and all pointers will be reset to the top of the list. The order of the list will be as follows:

February & March Hire date month & day
April & May Hire date month & day (reverse order)
June & July Badge number
August & September Badge number (reverse order)
October & November Alphabetical
December & January Alphabetical (reverse order)

- (11) The system will continue to maintain the availability lists with all pertinent mark-offs (absent, vacation, etc.) and codes.
- (12) Manning of temporary maintenance shifts with overtime will be accomplished by the supervisor projecting the pointer position to the position of the day the shift begins. For purposes of assignments, all day shifts will be manned as though the day shift will begin at 7:00 a.m.
- (13) Each Monday (or the first working day of the week when holidays are on Monday) a bulletin board posting of the overtime list will be made showing the current Monday pointer positions and the current plant order.
- (14) A single pointer will be used for the Rigger group.
- (15) A separate pointer for the Analyzer Repair Group will be maintained within the instrument group.

- (16) Electrolyzer Renewal will follow the Maintenance Overtime procedure with A & C Electrolyzer employees as one group without a plant distinction. Two pointers will be used, one for the Leadman/Renewal classifications combined and one for the Renewal Helper classification.

It is further understood that only "qualified" employees shall be worked on overtime assignments, examples below:

Examples:

Outside Machinists will not be assigned to Inside Machinists' overtime work where employee has not the experience to operate the necessary machines.

Powerhouse or high-voltage jobs will not be assigned to Electricians where lack of experience on the specific job could cause loss of life or limb.

Employees will not be assigned to climbing jobs where the employee cannot work from heights.

Employees will not be assigned to work in areas where the plant physician does not approve.

Obvious physical impairment at the time.

These examples are not intended to be all inclusive nor will the Company deny employee overtime opportunity without justifiable reasons.

Production and Power Department Shift Workers:

It is understood that it is impossible to distribute overtime equally among shift workers and the Agreement does not require it; consequently, production and power shift workers' overtime hours will not be recorded. It is only fair, however, that supervision be as methodical as possible in distributing overtime. The following is a summary of procedures which should be followed in covering vacant shifts or securing extra help when required:

- (1) Extra qualified people in the area -- without overtime.
- (2) Hold and call on that job.
- (3) Call in the off man on that job. (Where there are two off men, the man who will be called first is the man who did not work overtime last).
- (4) Call in the next off man on that job where two are available.
- (5) Hold and call any qualified operator in the unit. This includes lead operators where they have a single unit responsibility.
- (6) Hold and call any qualified person in that control room (could be more than one unit).
- (7) Any qualified person that can be located in that control room (could be more than one unit).
- (8) Any qualified person that can be located.

The normal contact will be the individual.

The Unit is generally defined as a specific operation, such as electrolyzer area, caustic area, Powerhouse "A", EDC, Per/Tri, etc.

CA&D Shipping Department Shift Workers:

Lead Tankerman and Tankerman

Overtime will be distributed in the Shipping Department by assigning the overtime to the Lead Tankerman/ Tankerman with lowest cumulative number of overtime hours worked* using current daily overtime list. The overtime list consists of names of the Lead Tankerman and Tankerman. The accumulated hours on both lists will be zeroed out each calendar year on January 1st. The names on both lists will remain in the same order when the hours are zeroed as they were on December 31st. The Lead Tankerman/Tankerman with the lowest cumulative hours will always be at the top of the overtime list. Each hour(s) worked* will be added to that person's total hours and will move the Lead Tankerman/Tankerman position down the overtime list to its appropriate place.

*Hours worked is the sum of actual hours worked and the number of overtime hours turned down by each Lead Tankerman/Tankerman.

The following is the order of covering vacant jobs or securing extra help when required:

Call Out

- (1) Lead Tankerman
 - a. Low off Lead Tankerman will be called to cover manpower needs or to secure extra help when required.
 - b. Hold the low Lead Tankerman
- (2) Tankerman
 - a. Low off eligible Tankerman will be called to cover manpower needs or securing extra help when required.
 - b. Low off eligible Lead Tankerman will be called to cover manpower needs or to secure extra help when required.
 - c. Hold the low Tankerman.
 - d. Hold the low Lead Tankerman
- (3) Callouts will be done twenty-four (24) hours prior to the known job to be covered when applicable.

Should the company have difficulty obtaining the required manning via call out, the union will be approached in an attempt to resolve the matter. If a difficulty persists after this discussion, the company will revert to scheduling.

Scheduling

- (1) Overtime will be scheduled on a week ahead basis using the current daily overtime list; i.e. scheduling the low Lead Tankerman/Tankerman to fill the overtime need.
- (2) The schedule will be posted by noon each Tuesday for the overtime needs for the following week.
- (3) Lead Tankerman and Tankerman scheduled for overtime have the opportunity to decline the overtime provided that a replacement is found.
- (4) Supervision will attempt to cover the turned down overtime. However, if a replacement cannot be secured, the scheduled (low) Lead Tankerman/Tankerman is required to report to work as scheduled.
- (5) Call out will be used to fill manpower needs required to meet loading requirements identified after the weekly schedule has been posted. Also, in situations where holdover overtime is required, if overtime needs are expected to exceed four (4) hours of hold over, supervision will use call out to fill the overtime need.
- (6) Cancelling Overtime: Lead Tankerman/Tankerman with highest accumulated overtime hours (as defined above) working overtime on the day overtime is cancelled will be the first person cancelled.
- (7) Overtime job coverage order will be as followed: caustic rack, caustic trucks, river/docks, chlorine rack, vinyl rack, solvents.

Section 5.--Schedule Change.

Daily and weekly overtime will not both be paid for the same hours of work except for scheduled hours worked on holidays. In the event an employee's regular schedule is changed or his regular scheduled day off is changed without advance notice as provided in this Agreement or due to a short change, the first eight (8) hours so worked shall be counted at the end of the week in computing the total hours worked in the week.

Section 6.--Transportation.

When an employee works unscheduled overtime & needs transportation, the employee will be provided transportation home.

Section 7.--Lunches.

Employees who work overtime may request pay in lieu of an overtime lunch and receive Six Dollars (\$6.00) for each lunch due, to be paid at the end of each month. Lunches received may be eaten on Company time for the period necessary to eat. Lunches are due as follows:

- (1) Hold-Over
Employees are due a lunch if held for work in excess of two (2) hours beyond their normal schedule and at five (5) hour intervals thereafter.
- (2) Call-In/Schedule-In
Employees who are called in or scheduled in before their normal schedule and who are to continue on and work their normal schedule are due a lunch based on the following:
 - a. Sixteen (16) or More Hours Notice Ahead of Schedule -
Due a lunch after working in excess of ten (10) hours and at five hour intervals thereafter.
 - b. Without Sixteen (16) Hours Notice Ahead of Schedule -
Due a lunch after working in excess of five (5) hours and at five (5) hour intervals thereafter. (1st lunch may be ordered upon reporting to work).

- c. NOTE: Employees that are called in or scheduled in ahead of their normal second shift (days), with or without notice, will be due lunches according to 2b above.

(3) Call Out

Employees who are called out on their off time to work and do not continue on and work their normal schedule are due a lunch according to either 2a or 2b, whichever is applicable, except the hours of notice for callout are ahead of reporting time. NOTE: On call outs when employees work four (4) hours or less they are not eligible for the pay option; however, a lunch will be furnished if requested by the employee.

Section 8.--Overtime Record Posting.

The Company will post a record monthly in appropriate departments showing the cumulative number of overtime hours worked or made available to employees in those departments during the current year. All overtime hours recorded will be equalized to zero at the beginning of each year. The cumulative year end hours will be used to establish the order employees will be listed on the overtime list at the beginning of the succeeding calendar year.

After an employee has been off from work for a minimum period of four weeks, he will be equalized on the overtime list of the group with which he normally works. This equalization will be made by taking the number of hours worked by this group during his absence and dividing the number of people in the group into the total number of hours worked. This figure will be added to the man's total number of hours.

Employees may request in writing to be removed from the overtime list. Removals will be granted in the following order: (1) Medical reasons approved by the Company Physician; (2) Hardship cases acceptable to Management; and (3) Any other reasons by department seniority.

The total number of employees off the overtime list in any work group (classification) in the Lake Charles Complex will not exceed 20%. Except in emergencies these employees will not be asked to work overtime unless all normal overtime procedures have been exhausted.

Section 9.--Scheduled Day Off.

For work done on a regularly scheduled day off, an employee shall be paid at the rate of time and one-half (1-1/2). Working a scheduled 3:30 p.m. to 11:30 p.m. shift prior to a day off will not qualify an employee for premium pay under this provision.

Section 10.--Rearranged Shift.

Overtime at the rate of time and one-half (1-1/2) the straight-time rate will be paid for the first shift of a rearranged work schedule unless the employee is notified forty (40) hours in advance of such revised schedule. The exception to this rule will be changes that occur in the schedule for the convenience of employees and promotions, and will not apply to the Storeroom area in situations of one (1) hour or less. Employees returning to their regular shift are not on a rearranged schedule.

Section 11. --Short Change of Shift.

A short change pay of time and one-half (1-1/2) the straight-time rate will be paid when an employee has eight (8) hours or less between assigned straight time working hours. An employee working only one shift of a rearranged schedule and returning on a short change or working the seventh consecutive day on a regularly scheduled day would be an exception to this and would receive short change pay.

No short change is paid when one occurs for the employee's convenience.

Section 12.--Seventh Consecutive Day.

All employees will be paid two (2) times the employee's regular straight-time rate for all hours worked on the seventh (7th) consecutive day worked in the work week. When an employee works four (4) or more hours in a workday that time shall count as a day of work in computing seventh (7th) day overtime.

Section 13.--Call-Out Pay.

Employees who are required to report for work outside their regular schedule and do report will be paid not less than the equivalent of four (4) straight-time hours pay as a minimum for working two (2) hours and forty (40) minutes or less, or time and one-half (1-1/2) his regular straight-time rate for all hours worked if in excess of two (2) hours and forty (40) minutes. No penalty pay will be made where an employee is given sixteen (16) hours notice on call-in ahead of his regular shift and no penalty pay will be made if the call-in is for the convenience of another employee. Employees called in for emergency work will not be given additional work of a routine nature to fill out their time but may be used on other needed work. If an employee is called out

ahead of his regular schedule and works up to within two (2) hours before clocking in time of his regular shift, he has the option to remain on the job through his next regular shift.

If call out or schedule out overtime is cancelled, rescheduled or lasts less than two and three-quarter (2-3/4) hours, it will be handled in the following manner:

Maintenance:

- a. When scheduled out overtime is cancelled and supervision does not attempt to contact the employee to cancel the overtime, the employee will be sent home and paid four (4) hours of straight time "report in" pay unless another job exists in the plant that would require a call out and the employee is qualified to perform the job, then the employee will be placed on that job.
- b. When scheduled out overtime is cancelled and supervision is unsuccessful in contacting the employee to cancel/reschedule the overtime, or the employee who is scheduled out for overtime works less than two and three-quarter (2-3/4) hours, the employee will be offered meaningful work on a job he is qualified to perform to fulfill a minimum total of two and three-quarter (2-3/4) hours of work at time-and-a-half (1-1/2) the normal pay rate. If this work is offered and refused, the employee will be paid only for the time worked. If a job exists in the plant that would require a call out and the employee is qualified to perform the job, the employee will be placed on that job. If no work is available, the employee will be given make-up overtime to perform another day to fulfill a total of two and three-quarter (2-3/4) hours of work and the employee will be sent home.

Operations:

- a. When scheduled out overtime is cancelled and supervision does not contact the employee to cancel the overtime, the employee will be sent home and paid four (4) hours of straight time "report in" pay unless another job exists in the plant that would require a call out on the employee's job, then the employee can be assigned to that job.
- b. When an employee is scheduled out for less than two and three-quarter (2-3/4) hours, the employee may be given work on his job to complete two and three-quarter (2-3/4) hours.
- c. When an employee reports to work and the overtime is cancelled, the employee may be used on other call out situations that arise (if qualified), until the proper call out employee arrives on the job.

ARTICLE IX -- HOLIDAYS

Section 1.--Holidays.

The following holidays are recognized under this agreement: New Year's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, and Christmas Day.

Section 2.--Holiday Pay.

A regular full-time employee shall be paid for each holiday set forth in Section 1, eight (8) hours' pay computed at the regular straight-time base hourly rate, although no work is performed, provided that such employee worked his last scheduled workday prior to and his next scheduled workday after the holiday. This attendance requirement will be excused for illness, injury, or approved FMLA provided the employee works within the eighty-one (81) calendar day period consisting of forty (40) calendar days prior to and forty (40) calendar days following the holiday, or if the employee works the holiday. Also, an employee who is away on funeral leave the day before or the day after a holiday and who otherwise qualifies for funeral pay will be excused from the attendance requirements for receiving holiday pay. An employee who otherwise qualifies for holiday pay but who is excused by the Human Resources Department from working part of the day or the entire day preceding or following a holiday shall receive holiday pay.

Section 3.--Failure to Work a Holiday.

If an employee is asked to work on a holiday but shall fail to work, he shall not be paid for the holiday unless the failure was for reasons acceptable to management, or if a qualified replacement from his unit or classification (Operations) or from his classification (Maintenance) is obtained, following the overtime procedure.

Section 4.--Work on a Holiday

Any employee who works on any of the holidays specified in Section 1, in addition to the compensation provided for in Section 2, shall receive pay at the rate of time and one-half (1-1/2) his regular straight-time hourly rate for all hours worked on the holiday. Any employee who works more than eight (8) hours on any of the holidays in Section 1, shall receive pay at the maximum rate of two and one-half (2-1/2) times his regular straight-time hourly rate for all such hours worked on the holiday, providing further that there shall be no pyramiding of premium payments.

Section 5.--Credit as Day Worked.

Each specified holiday will be counted as a day worked, whether worked or not, for the purpose of computing weekly overtime, except where an employee is asked to work and fails to work, or the holiday falls on a regularly scheduled day off.

Section 6.--No Credit if Holiday Not Worked.

Employees who are not scheduled to work on a holiday or who are scheduled to work and fail to do so will not have the day counted for overtime in accordance with Section 5.

Section 7.--Saturday and Sunday Holidays.

Any of the specified holidays which fall on Sunday will be observed on the following Monday, and the provision of this Article concerning holiday pay will apply on that Monday. Any of the specified holidays which fall on Saturday will be observed on the preceding Friday and the provisions of this Article concerning holiday pay will apply on the preceding Friday.

When Christmas falls on Monday, the following Tuesday will be observed as a holiday in lieu of Christmas Eve. When Christmas falls on a Thursday, the following Friday will be observed as a holiday in lieu of Christmas Eve.

All employees working scheduled rotating shifts during a work week in which a holiday falls will celebrate the holiday on the calendar day.

Section 8.--Leave of Absence.

Employees on leave of absence under Article XVII, shall not be eligible for holiday pay, except for employees covered under Article XVII, Section 2, 4 and 6.

Section 9.--Holiday During Vacation.

Holidays which fall within an annual vacation period shall not be considered part of the vacation. In such instances an employee will have the choice of an additional day or days of vacation, or day or days of pay only, regardless of whether he would have been scheduled to work or not. When an extra day or days of vacation are chosen, they must be scheduled following the vacation rules in Article XIV, Section 6 on Thanksgiving and Christmas holidays.

ARTICLE X -- SENIORITY AND JOB PLACEMENT

Section 1.--Probation Period.

All new employees of the Lake Charles Complex will be on probation for the first twenty (20) weeks and may be terminated at the discretion of the Company during this probationary period. Employees absent for one work week or more, for any reason, during their probationary period shall have their probationary period extended by the length of their absence.

Company service and/or seniority credit is limited to regular employees and is computed in years, months, and days from the date of the beginning of their last employment at the Company's Lake Charles Complex.

Section 2.--Seniority Credit Definitions.

a. Plant Seniority.

Plant Seniority is the length of continuous employment on a permanent basis from date of last hire (See Article X, Section 7) provided he satisfactorily completes his probationary period.

b. Department Seniority.

The seniority of an employee entering a department from the Service Pool, Production Service Crew "A" or Shipping Service Crew "A" shall begin on the day he accepts the position provided he satisfactorily completes both his probationary and trial periods. When a job posting involves multiple openings, all employees accepting the openings will have the same Department Seniority date.

Where two (2) or more employees are tied on Department Seniority, Plant Seniority will be used as the tie-breaker.

c. Group (Promotion) Seniority.

Group (Promotion) Seniority is a seniority order in a classification within a progression line. For Service Mechanics, Group (Promotion) Seniority is within skill groups, i.e., Service Mechanic (Machinist), Service Mechanic (Carpenter), etc. For Operations, Group (Promotion) Seniority is the seniority order within a classification. Group (Promotion) Seniority is the seniority used for promotions within a progression line. Where two (2) or more employees are tied on Group Seniority, Department Seniority will first be used as the tie-breaker, then Plant Seniority will be used as the tie-breaker.

d. Reduction Seniority.

Reduction Seniority is the order in which employees are demoted, bumped back or laid off from each classification within a progression line of Tier "A". It is the order in which employees are permanently placed in a classification. Plant Seniority will be used to demote or bump back within a Tier "B" progression line and Service Pool.

e. Retention of Seniority.

Plant Seniority is continuous and is not adjusted.

Department Seniority: An employee who leaves a department retains Department Seniority for up to six (6) months following the date he is accepted on a job posting and begins his trial period in another department. If an opening occurs in his previous department the employee, on a bid basis, may return to his previous department. This will be a one-time option and, if declined, he will lose the option to return and will lose retention of Department Seniority in his previous department. An employee, who returns to the Service Pool and later goes back to his original department without being permanent in another department, picks up his Department Seniority less the time he was out of the department. (See Section 4, Paragraph g).

Group (Promotion) Seniority is adjusted, up or down, if an employee fails a break-in, trial period, or is reduced.

Reduction Seniority is continuous as long as an employee is in a classification within a progression system. It is lost when an employee leaves any progression line.

If an employee moves down the progression line in Tier "A", he takes a Reduction Seniority order as called for by the date he previously entered the classification to which he is returning.

f. Temporary Employees.

Temporary employees are defined as peak, construction or emergency workers. Such employees shall not accumulate service or seniority credit and shall not be employed on jobs within the bargaining unit for more than six (6) months. Employment of persons for work under this provision shall not result in demotion or discharge of regular employees.

It is further understood that temporary employees will not be used to fill known permanent vacancies.

If a temporary employee who has worked twenty (20) or more consecutive weeks is hired as a regular employee, the employee will be deemed to have satisfied the probationary period as defined in Article X, Section 1, and the eligibility continuous service requirements as defined in the Group Benefits Plan.

Section 3.--Service Pool. (See Appendix "F" -- Service Pool)

The purpose of the Service Pool is to provide a pool of workers from which to select needed replacements for the beginner's job in Tier "B" of the Complex. Promotion to the entry-level job in Tier "B" will be made basis selection of the senior eligible employee from Production Service Crew "A" (prior to 8/29/09) and from the Service Pool (after 8/29/09). Employees hired directly into the Utility Crew or Production Service Crew "A" or Shipping Service Crew "A" shall have their company service credit or seniority credit in accordance with Article X, Section 2.

Section 4.--Promotion and Demotion, Etc.*

The Company agrees that in promoting, demoting, transferring or decreasing of the working forces, the following applies:

a. Posting:

Only permanent beginning jobs in each progression line and permanent or temporary (known to be over ninety (90) days) leadman openings in Operations will be posted. Posted jobs will be placed on the main plant bulletin boards at each entrance to the Complex for a period of ten (10) working days. Eligible applicants shall file their requests in writing to the Employee Services Department within a ten (10) day period and one (1) such copy shall be forwarded by the Employee Services Department to the Chairman of the Union Committee. It is agreed that where the senior qualified man, according to the progression schedule, in all departments except Maintenance is to be selected, no posting will be made. Successful applicants for an opening will be notified within eight (8) working days following the expiration date of any posting.

An employee who is off due to vacation or illness when a job he is qualified to bid on is posted, will be considered to have bid on the posted job.

b. Medical Placement

Employees, who after examination by the Company Doctor are medically designated unable to perform their present jobs, but able to perform Service Crew work, may be assigned directly to the Service Pool. Such employees will take up a Group (Promotion) seniority position in the Service Pool as called for by Plant Seniority and may displace junior

employees. Their seniority date will not be established earlier than October 1, 1969. All other employees moving down their progression line will return to the Service Pool from the bottom job within the department.

An employee who is medically returned to the Service Pool may bid on any job posted in the other Tier "B" progression lines, if eligible.

c. Service Pool Bidding:

Employees that were in the Yard Crew or Yard Utility Crew on May 19, 2003 and entered the Service Pool on May 20, 2003 will be allowed the opportunity to promote from the Service Pool, if eligible. Failure of the trial period will result in returning to the Service Pool.

Employees that entered the Yard Department on or after 5/15/84 but prior to 5/20/03 and who are at the lower rate of the two-tier pay system in this progression line may bid on higher-paying, entry level jobs in other Tier "B" progression lines. The senior qualified employee will be selected.

An employee who is off due to vacation or illness when a job he is qualified on is posted, will be considered to have bid on the posted job.

d. Tier "B" Bidding:

Tier "B" employees with a Department Seniority date prior to May 20, 2003 who are currently "A" qualified shall have the opportunity, through the bidding process, to move into any silo progression line on the basis of Plant Seniority. Any employee with a Department Seniority date on or after May 20, 2003 will not have this opportunity.

For permanent Tier "B" vacancies not filled voluntarily, other than entry-level vacancies, the junior (Group/Promotion) eligible employee from the next lower classification will be forced to fill the vacancy. For entry-level permanent vacancies not filled voluntarily, the vacancy may be filled by forcing the junior (Plant Seniority) eligible employee or hiring a new employee directly into the job.

An employee who is off due to vacation or illness when a job he is qualified on is posted, will be considered to have bid on the posted job.

e. Temporary Assignments:

In the case of workload emergencies, the senior eligible Service Pool employees may be assigned to supplement other jobs within Tier "B" for a total of ten (10) workdays or less. Such assignments may be made in Pels* Shipping for twenty (20) workdays.

Service Pool employees hired prior to September 1, 2006 will carry the applicable rate as a base rate. When temporary needs occur in any job, these employees hired prior to September 1, 2006 filling the job will be assigned at job rate. Service Pool employees hired after September 1, 2006 will carry the applicable rate of the job when filling temporary assignments and will not have a change in their benefit program.

There will be no trial periods or accumulation of Department or Group (Promotion) Seniority on temporary assignments to all bottom jobs.

Temporary assignments on entry jobs are limited to sixty (60) continuous days of work.

f. Leadmen:

In the case of Operations leadmen, promotions will be made on the basis of an employee's qualifications and ability as determined from the list of eligible employees in the department. It is understood that "qualifications" shall include a consideration of seniority. An up-to-date evaluation will be made available to the Union and each employee bidding.

For Tier "B" lead job vacancies, an employee must hold the next lower job classification for at least six (6) months and be lead qualified before promoting. If no employee has the six- (6) month time requirement necessary to move to the lead position, the senior (Group/Promotion) promotable employee will be forced.

If an employee fails to bid on a lead job and is later promoted to leadman, his Department Seniority does not prevail on the lead job, effective June 1, 1973, except for vacation selection.

Temporary leadmen in the Maintenance Department who are assigned maintenance area coverage or on a specific job will be selected from the senior qualified employees in one of the work groups (classifications) working in the area or on the job.

g. Promotion:

The beginning job in each progression line will be filled from qualified employees according to Article X, Section 4, c. and d. Employees in the Service Pool, who have a current satisfactory merit rating and who have established Department

Seniority, will be given preference for the entry job in the last department for which they have established seniority. Such preference will be maintained for six (6) months after the employee starts a trial period on any other permanent job.

In Tier "A" job classifications, no more than 50% of any classification may be non-promotable.

If an employee in a progression line fails a break-in/trial period and later passes a trial period, his Department and Group (Promotion) Seniority does not prevail on the higher job over those employees promoted ahead of him on the higher job, except for vacation selection. Upon failing a break-in or trial period, excluding the entry-level job, an employee will return to his former classification, take up a position in Group (Promotion) Seniority below the incumbent employees, including employees on trial period in that classification. For Tier "A" employees they will be considered as promotable for the administration of the 50% rule. Should an employee fail a second break-in/trial period in a classification, he is eliminated from any further consideration for promotion and returns to his former classification as permanently non-promotable.

If an employee in a progression line refuses to promote, he will be considered non-promotable for the administration of the 50% rule for thirty (30) days. If he later accepts a promotion and passes a trial period his Department and Group (Promotion) Seniority does not prevail on the higher job over those employees promoted ahead of him on the higher job except for vacation selection.

Employees can be forced within the Tiers, but they will not be forced to move from Tier "B" to Tier "A" or from Production Service Crew "A" to Shipping. If the beginning job in Tier "A" cannot be filled in accordance with Appendix "G" voluntarily from the Production Service Crew "A", the position will be filled by forcing the junior eligible Production Service Crew "A" employee.

Employees with a Department Seniority date on or after May 20, 2003 can bid on temporary vacancies only within their silo progression line. For employees, excluding Tier "A", with a Department seniority date prior to May 20, 2003, they will be allowed to bid on temporary jobs within any silo progression line.

h. Progression and Ratings:

Progression beyond the beginning/entry job in all departments except Maintenance will be on departmental progression lines and will be based on Group (Promotion) Seniority credit and satisfactory performance ratings (This will not conflict with Paragraph (f). Departmental and Group (Promotion) Seniority is lost if any employee is allowed to voluntarily return to the Service Pool or is allowed to voluntarily transfer to another department. It is understood that the senior applicant who is qualified to perform the job will be promoted under the above procedure. The Company shall apply these standards and make the initial determination.

Each employee shall be rated every twelve (12) months, without prejudice to the Company's right to make more frequent ratings at its discretion. Any complaint as to the Company's action may be filed through the established grievance procedure within ten (10) days of the time the employee is notified in writing of his rating.

The Company will establish a rating day for each employee at twelve (12) month intervals from his date of hire.

i. Trial Period:

All departmental employees are on trial for up to sixty (60) consecutive days of work on any permanent job assignment on a bottom job or for up to forty-five (45) consecutive days in a permanent/temporary job assignment above the bottom job in each progression line. In case of operations leadmen, the trial period may be extended by mutual agreement between the Company and the Union.

A Service Pool, Tier "B" or Production Service Crew "A" employee that promotes to a beginning job in Tier "A" or is hired directly into the job and subsequently fails a break-in/trial period shall return to the Service Pool/Tier "B"/Production Service Crew "A" and is considered non-promotable for thirty (30) days. After this thirty (30) day period he/she is eligible to bid on any entry-level job in Tier "A" or "B". However, failure of a second break-in/trial period will disqualify the employee from future Tier "A" jobs. An employee that promotes from Shipping Service Crew "A" or Tier "B" or Service Pool to a beginning job in Shipping or is hired directly into the job and subsequently fails a break-in/trial period shall return to the Shipping Service Crew "A", Tier "B" or Service Pool and is considered non-promotable for thirty (30) days. After this thirty (30) day period he/she is eligible to bid on an entry-level job in Shipping or Tier "B". However, failure of a second break-in/trial period will disqualify the employee from future Shipping jobs.

j. Department Transfers:

Any employee may be transferred within his department to an appropriate work group without loss of seniority, if the Company and the Union determine it necessary because of medical or physical limitation reasons.

k. "E" Assignment and Other Day Jobs:

All "E" assignments and other day jobs will be filled according to Group (Promotion) Seniority for periods of two (2) years' duration. If the job is not filled voluntarily, the junior man will be assigned for periods of two (2) years' duration. Starting the first full week of January of 2004 and every even year thereafter, the employee will be assigned and may remain on the "E" assignment and other day jobs for as many two- (2) year periods as he wishes, seniority and satisfactory performance permitting. Selection for the E-Day Assignment and other day jobs will be made September 1st of the previous year. In cases of equal Group (Promotion) Seniority, Department, then Plant Seniority will apply for selection of "E" and other day jobs.

In cases of reduction, a senior employee may displace a junior employee assigned on the E-job and other day jobs for the remainder of the current two- (2) year assignment.

In addition, other day jobs will be filled basis seniority preference, unless the job is being filled for developmental reasons. Seniority preference will be excluded due to medical or hardship situations.

l. Demotion and Recall:

In the event of a reduction of force, the reduction will be by reverse order of the progression system or last in, first out. Service Mechanics or apprentices laid off may use their Department Seniority to displace General Service Helpers who have less Department Seniority.

Temporary employees will be removed from each classification first in any reduction.

Reduction within Tier "B" and within the Service Pool is by Plant Seniority.

An employee reduced from one classification to another will take the highest Group (Promotion) Seniority position in the new classification.

An employee, other than a Maintenance employee who is scheduled for layoff may displace on a Plant Seniority basis the junior employees in any entry job within his progression system who has less than two (2) years Plant Seniority. It is understood that the employee must have at least six months more Plant Seniority than the one to be displaced.

Recall of laid off employees with recall rights will be as follows:

Maintenance Service Mechanics or apprentices by Group (Promotion) Seniority.

All other jobs within a progression line by Plant Seniority.

An employee laid off and still under recall rights will replace an employee in the Service Pool if he has more plant seniority than that employee and was reduced from that Pool.

The date an employee physically returns to active employment from layoff status will be considered his/her date of return. However, should an employee report for his/her physical as scheduled when notified of his/her recall from layoff status, and the individual is determined to be temporarily medically unable to return to work at that time by the Company Physician, the individual will then be considered as having returned to active employment on the date they would have been scheduled to return.

** For clarification, see (Common Entry Point for New Hires) 2003 Memorandum of Agreement*

Section 5.--Supervisory Positions.

When an hourly employee shall be promoted to a supervisory position, the Company shall be privileged to return him to his old job within three (3) years without loss of seniority credit if he should be unable to perform the duties required or if there is a layoff or curtailment of working forces. If an employee returns to his old job within the bargaining unit, the time he was in a supervisory position will be counted towards the three (3) year period if he is subsequently promoted again.

The three (3) year time period outlined above will be reduced by a full month for every full month the hourly employee worked as a Temporary Step-Up Supervisor, up to a maximum one (1) year reduction.

Section 6.--Termination.

An employee shall forfeit or lose all Company seniority credit when his termination results from any of the following reasons:

- (a) Quitting.
- (b) Discharge or dismissal for cause.
- (c) Overstaying of leave of absence or extension.

- (d) Accepting employment with another employer which interferes with his regular employment.
- (e) Laid off and fails to return to work within seventy-two (72) hours from time of receipt of notice of recall. If the Company is notified during such seventy-two (72) hour period of a justifiable and acceptable reason to the Company for the employee not immediately returning to work, the employee shall then report for work not later than two (2) weeks after the Company is notified. Notice of recall shall be by registered or certified mail to the last address known to the Company.
- (f) Being off duty due to illness or accident for a period exceeding two (2) calendar years. (Applicable to Employees Hired Prior to September 1, 2006)
- (g) Employees off because of job-related injuries or job-related illnesses will hold seniority for three (3) years.
- (h) Being off the job without reporting in for five (5) scheduled days unless there are extenuating circumstances.

Section 7.--Lay Off.

An employee laid off for lack of work shall retain Company service or seniority credit for twenty-four (24) months, and if during that time, he shall be rehired, he shall be given credit for all previous service.

Section 8.--Job Assignments.

Employees will not normally be scheduled on jobs outside their primary skills except to balance the workload with available skills or to make effective use of available personnel by individual plants in Plant A, Plant B, Plant C, and the Complex Group. It is the intention of the parties to this Agreement that no employee shall be permitted to work on any job when he is not qualified to perform the work which that job requires.

Section 9.--Notice of Layoff.

- (a) Employees who have completed their first trial period in a department shall be given at least ten (10) days' notice before being laid off for a period expected to exceed one (1) week. Demotions within a department or to the Service Pool are not covered by this requirement.
- (b) Force Majeur. The provisions of Paragraph (a) shall not apply in the event that any situation beyond the Company's control, such as an explosion, fire or acts of God prevents the furnishing of such notice.

Section 10.--Salaried Employees.

No salaried employee will be used on work normally done by hourly employees except for purpose of testing, operating pilot plants, doing research work, studying or testing equipment, teaching or training, putting new equipment into operation, or in cases of emergency, or when qualified regular employees are not available and continuity of normal quantity and quality of production requires, but only such periods of time as required to obtain a qualified employee to take over the job.

ARTICLE XI – APPRENTICESHIP

The Company agrees to maintain a joint committee on apprenticeship with equal representation from Management and the Union.

Apprenticeship Items:

- (1) Apprentices shall receive all general wage increases as negotiated in this contract.
- (2) The Company will keep the Union Office informed of openings in the Apprenticeship Program. The Company will notify the Union Office of all applicants selected and also those who finish the program by graduation. Each will be designated by name and classification.
- (3) Graduation ceremonies will be held annually for the apprentices who have graduated during the preceding year.

ARTICLE XII -- REPORTING TIME

Section 1.--Reporting In.

Any employee who reports for work in accordance with his schedule and is sent home by the Company for lack of work will be paid a minimum of four (4) hours pay at his straight-time rate unless he was given notice not to report for work at least sixteen (16) hours prior to his scheduled reporting time.

Section 2.--Acts of God.

The provisions of Section 1 will not apply in the event that any situation beyond the Company's control, such as an explosion, fire, or acts of God, prevents or interferes with work being provided.

ARTICLE XIII -- SHIFT PREMIUM

Section 1.--Shift Premium Pay.

Regular shift employees shall receive a wage differential of One Dollar (\$1.00) per hour for hours worked during the first shift and Fifty Cents (\$0.50) per hour for hours worked during the third shift.

Section 2.--Day Workers Shift Pay.

Day workers who, because of a scheduled shift change, perform work on the first or third shift will receive applicable shift differential. Day workers after working overtime for more than two (2) hours in a shift will be paid the applicable shift differential for all overtime worked in that shift.

Section 3.--Shift Differential on Overtime.

For the purpose of computing overtime, any applicable shift differential is included in an employee's total earnings upon which the overtime is calculated.

ARTICLE XIV -- VACATION

Section 1.--

The Company will grant a vacation with pay for regular full-time hourly paid employees in the bargaining unit, as described in Article II.

Section 2.--Vacation Eligibility.

In order to be granted his first vacation with pay, an employee:

- (a) Must have, on the anniversary date of his employment, a record of one (1) year of continuous employment with the Company.
- (b) Must have worked a minimum of twelve hundred (1200) hours during the previous twelve (12) calendar months. Overtime hours and holidays shall be included for the purpose of computing the hours.

An employee's eligibility date for all subsequent vacations shall be January 1 of each year. To be eligible for a vacation, he must have worked a minimum of twelve hundred (1200) hours during the preceding calendar year, or during the twelve (12) months preceding his scheduled vacation.

Section 3.--Length of Vacations.

The length of vacation shall be two (2) weeks for employees who have a maximum of one (1) year of continuous service with the Company; three (3) weeks for those employees having five (5) or more years of continuous service; four (4) weeks for those employees having completed ten (10) or more years of continuous service; and five (5) weeks for those employees completing twenty (20) or more years of continuous service.

Section 4.--Vacation Pay.

For employees on classified jobs qualifying for vacation, the pay shall be eighty (80) hours at his current job rate for those receiving two (2) weeks' vacation; one hundred twenty (120) hours at his current job rate for employees qualifying for three (3) weeks' vacation; one hundred sixty (160) hours at his current job rate for employees qualifying for four (4) weeks' vacation; and two hundred (200) hours at his current job rate for employees qualifying for five (5) weeks' vacation.

Section 5.--Vacation Scheduling.

Vacations will be granted at such time during the year as Management finds most suitable, considering both the wishes of the employee and the efficient operation of the unit concerned. Insofar as is practical, senior employees shall be given preference as to the time of their vacations. The vacation period shall be January 1 through December 31 of the current calendar year.

Section 6.--Vacation Rules.

The following rules apply to the granting of vacations:

- (a) An employee may use Department Seniority for the selection of each vacation period.

(b) Vacations:

All vacations must be scheduled by calendar weeks, with the exception that five (5) days vacation may be scheduled one (1) day at a time as long as plant activities are not adversely affected, with the following restrictions and exceptions:

One day vacations may not be scheduled on a holiday.

Day Employees:

Advance notice of desire to be off must be given to supervision and approval received.

Day employees may take a total of ten (10) days of vacation scheduled one day at a time as long as plant activities are not adversely affected.

Shift Workers:

Days must be scheduled as part of regular vacations (vacation work periods/blocks in 12-hour shifts) at the time vacations are initially scheduled or may be taken at other times on a prearranged basis when relief is available at straight time.

Employees that work 12-hour shifts and qualify for five (5) weeks of vacation, may designate two (2) weeks to be taken as one (1) day vacations as long as the total hours taken as one (1) day vacations do not exceed eighty-four (84) hours in a calendar year.

The existing rules of one (1) man on vacation for each nine (9) employees and only one (1) man from each job on vacation will apply.

- (c) One man for each nine (9) men or a major fraction thereof in a progression unit may be scheduled on vacation at one time and relief will be provided accordingly.
- (d) Vacations may not be postponed from one year to another and made cumulative.
- (e) Upon termination for any reason, an employee or his estate, will receive pay for earned vacation not taken in the current vacation year in addition to vacation pay on a pro rata basis of one-twelfth (1/12th) for each full month worked since his last qualifying date.
- (f) Vacation relief employees and "E" men may schedule their vacations independently from other employees on the job to which they are normally assigned.
- (g) All maintenance employees, including rotating shift maintenance, are considered on vacation from the time they leave the plant on their last workday until they are scheduled to return. An employee can be held (forced) over on his last scheduled workday if necessary.
- (h) If the initial earned vacation period(s) falls within weeks where the one-in-nine rule will be exceeded, the employee must take the initial vacation weeks within two (2) weeks after his/her anniversary date.

ARTICLE XV -- SAFETY AND HEALTH

Section 1.--Safety Intent.

The Company will continue to promote and improve the safety, health, and sanitary condition in the plant. Items involving these matters shall be proper suggestions for discussion between the Company and the Union. The parties hereto will cooperate with each other in these responsibilities. A Joint Union-Management Safety Committee of equal representation shall meet monthly to consider suggestions and make recommendations. The purpose and functions of this committee are outlined in detail in Appendix "B" of this Agreement.

Section 2.--Safety Equipment.

The Company shall continue to furnish safety equipment for use in the plant as in the past. Equipment such as clothing, footwear, etc., is covered in Appendix "C".

Section 3.--Safety Program and Clothing.

Employees are required to comply with the safety program and to use safety equipment and devices which are provided for their protection. Employees will be reimbursed for the value of clothing destroyed due to accidental occurrences beyond their control.

Section 4.--Safety Standards.

Employees will not be required to perform any job which cannot be done safely according to safety standards.

Section 5.--Light Duty.

Employees, if temporarily disabled, may be transferred to such light duty or limited work and for such temporary period as may be determined feasible by the plant medical department without reduction in their regular rate of pay.

Section 6.--OSHA Coordinator.

The Union OSHA Coordinator will be used when writing a new safety manual and additions. He or his designee will provide input into safety bulletins, safety procedures, and permanent deviations; and will provide input (upon employee request) into changes to work practice safety issues and disagreements in job assignment safety.

ARTICLE XVI -- BENEFIT PROGRAM

Section 1.--

The Company agrees to provide for eligible employees a benefit program which will include the following plans as provided in the Group Benefits Plan:

- (a) Group Life Insurance including accidental death and dismemberment coverage.
- (b) Accident and Sickness coverage.
- (c) Hospitalization Insurance, including surgical, medical, and major medical coverage.
- (d) Effective May 15, 1980, dental plan.

Section 2.--

The Company and Union have reached separate agreements covering the following:

- (a) An Employee Savings Plan.

Effective July 1, 1988, the Company will make available the Employee Savings Plan to all regular employees. The terms and conditions of the Employee Savings Plan are specified in the Plan document provided by the Company, a copy of which has been given to the Union and is by reference incorporated as part of this Agreement and which will govern the operation of the Plan in all cases. The Union agrees that any changes to the terms of the Plan including, but not limited to, increases or decreases to the level of benefits and/or the right to terminate the Plan, are the prerogative of management, and are not subject to negotiation during the term of the Labor Agreement.

- (b) A Pension Plan/Defined Contribution Plan.
- (c) A Severance Plan.
- (d) A Chlor-Alkali & Derivatives Variable Pay Plan.

The terms and conditions of the Chlor-Alkali & Derivatives Variable Pay Plan are specified in the Plan document, a copy of which has been given to the Union. The Plan document is, by reference incorporated as a part of this Agreement, and will govern the operation of the Chlor-Alkali & Derivatives Variable Pay Plan in all cases. The Union agrees that any changes to the terms of the Chlor-Alkali & Derivatives Variable Pay Plan including, but not limited to, increases or decreases to the level of awards and/or the right to terminate the Chlor-Alkali & Derivatives Variable Pay Plan, are the prerogative of Management, and not subject to negotiations during the term of the Labor Agreement.

The Union agrees to support and encourage teamwork towards the achievement of the Company's goals. Specifically, the Union agrees to voluntary participation in efforts to improve product quality and customer satisfaction. Accordingly, employees will be provided opportunities to participate in such activities.

Section 3.--A & S Requirements.

The Company agrees to continue its sickness benefit insurance program for personal illness and injuries non-occupational in origin, to provide for a maximum of thirty-nine (39) weeks of payment for employees who qualify. Benefits for a disability will be payable per Section 1.1 of the Schedule of Benefits in the Group Benefits Plan for Hourly Employees:

There will be no duplication of A&S payments and holiday pay. Pay received will be for the holiday.

Payment and administration of the newly negotiated changes under the Accident and Sickness plan will be handled as follows:

The Accident and Sickness benefits shall be paid only for scheduled workdays missed due to non-occupational disabling illness or injury. Accordingly, the benefits will not be payable concurrently for any period for which the employee is absent due to a condition which is occupational in origin.

When an employee is already receiving Accident and Sickness benefits and a scheduled vacation becomes due, that employee may request that such remaining vacation be rescheduled. In the event the canceled vacation cannot be rescheduled, or there is insufficient time to take such vacation, the employee will receive pay in lieu of vacation.

In case an employee has scheduled more than one week of vacation and becomes ill or injured during vacation, he will receive vacation pay for that week but may reschedule the remaining full week(s) of that vacation period and apply for Accident and Sickness benefits.

Any employee proven to have knowingly submitted false records or reasons for an A&S leave will be subject to termination. Should such a termination be arbitrated, the degree of discipline shall not be arbitrable.

In order to conserve plan funds and prevent duplication of payment by imposing the expense for accidental injuries suffered by insured persons on those responsible for causing them, should any employee receive benefits under the accident and sickness insurance plan for injuries or illness caused by someone else, then the Company or its insurer has the right to seek payment from such third party to the extent of payment made by the Company or its insurer. The Company shall require the employee to execute the necessary documents which will allow it or its insurer to proceed against any or all of the responsible third parties.

Section 4.--Industrial Injury.

Any employee covered by this Agreement who suffers an industrial injury covered by the Workmen's Compensation Law of Louisiana and who is sent to the plant physician, or where such person is sent out of the plant for medical attention and where the physician determines that the employee is unable to work for the remainder of the day on which the accident occurs, such employee shall lose none of his regular pay for the remainder of the day on which the injury occurs provided further that such loss of time is due to the occurrence of the industrial accident.

Section 5.--Workmen's Compensation.

Under the Louisiana Workmen's Compensation Act, employees who sustain industrial injuries in this plant receive no benefits until after one (1) week waiting period unless such injury results in loss of time for more than six (6) weeks, in which case the injured is paid for the first week at the compensable rate. Hereafter, the Company agrees to compensate for the one (1) week period, any employee who suffers loss of time due to an injury, where such arises out of the course of his employment at this plant, to the same extent that benefits are paid under the Louisiana Workmen's Compensation Act, provided the employee is absent from the plant in excess of one (1) week but not more than six (6) weeks as a result of such compensable injury. Such compensation as may be due under this provision shall be payable only after the employee has returned to work. If at anytime the Louisiana Workmen's Compensation Act shall be amended in such a way as to compensate the injured employee for the first week of lost time due to an industrial injury, then no duplicate payment shall be required of the Company. Workmen's compensation absences will be compensated at the same level as A&S and at the same rate for the occurrence.

Furthermore, statutory Workmen's Compensation will be supplemented to the level of A&S benefits.

The benefits so provided for any period of payment will be reduced by any primary disability or old age benefits payable under the Federal Social Security Act which the employee is entitled to receive or could become entitled to receive by making proper application under the Federal Social Security Act.

Section 6.--Forfeiture of Benefits.

Where the physician determines that an employee is able to perform work of a character which the Company is able to furnish and where such injured employee will not perform the work, he shall forfeit the benefit payments provided under Section 3 and 5 of this Article.

Section 7.--Return to Work Pay.

When an employee returns to work on his scheduled shift after being absent because of personal illness or injury and has a return-to-work slip from his doctor, he shall be credited with such time as he spends in the plant Medical Department if and when the Company doctor approves his return to work the same date.

It is understood that employees may be cleared for work the day before they are scheduled by reporting for examination on their own time.

If he does not have a return-to-work slip from his doctor or if the Company doctor upon examination does not approve him for work, the employee will not be paid until the above procedure has been carried out.

Section 8.--Report of Physical.

An employee will be furnished a report of his physical examination upon request.

ARTICLE XVII -- LEAVE OF ABSENCE

Section 1.--Union Official Leave.

The Company shall, upon reasonable notice by an employee and upon written request of the Union, grant to not more than two (2) employees from the Local Union a leave of absence, without pay, for a period of time not to exceed one (1) year to engage in any work pertaining to the business of the Union, provided that one (1) of the leaves of absence is to serve as the Local's Business Representative. Such leaves may be renewed upon request.

Section 2.--Union Leave of Absences.

Upon approval from Management the Union will be granted leaves of absence without pay of not more than 2000 hours in each year for the purpose of conducting Union business such as, attending Union conferences, conventions, or meetings provided that not more than eight (8) employees shall be permitted to leave at any one time. Additional representatives may be added by mutual agreement of the parties. Time in actual arbitration cases and preparation for and time spent negotiating will not be included in the hour count. It is understood that five (5) days' advance notice of such leave of absence shall be given and in no event will such leave of absence be allowed which would seriously interfere with production. For vacation eligibility, all Union leave hours will be counted as hours worked.

Section 3.--Armed Forces.

The reinstatement rights of regular employees who enter the Armed Forces of the United States will be as provided for in the applicable statutes and laws of the United States.

Section 4.--Military Reinstatement.

A regular employee, who, as a member of National Guard or other military reserve unit, is required by law to attend an annual period of military training with his unit, or is called up with his unit for domestic emergencies, such as riots or floods, will be granted a military leave, or leaves, not to exceed an aggregate total of fourteen (14) calendar days in any calendar year. The Company will compensate said employee the difference between the pay he receives for such period(s) of military service and the employee's basic straight-time rate of pay for all regularly scheduled days lost because of said military service, less any deductions which would normally be made had the employee been present for work during said period. The pay provisions of this paragraph shall only apply to the period of military service defined as the employee's original military obligation with respect to payment for the annual period of military training, but will apply to all cases where the employee is called up with his unit for domestic emergencies, such as riots or floods.

Section 5.--Leave of Absence.

Each application for leave of absence for any other reason will be considered and granted or denied on the merits of the case. Leaves of absence will not be granted for more than thirty (30) days, but upon application of the employee, an investigation will be made, and if the case warrants such action, the leave will be extended. Such leaves shall be without pay and shall not constitute an interruption of an employee's continuous service record.

Section 6. -- FMLA

The Company and the Union support the provisions of the Family Medical Leave Act of 1993. The twelve (12) month period of FMLA leave entitlement will be based on a calendar year.

ARTICLE XVIII -- FUNERAL PAY

Section 1.--Funeral Pay Information.

The Company will grant funeral leave for the purpose of enabling an employee to be present at the funeral of a member of their immediate family. Where the employee actually attends the funeral of such immediate relative and due to this attendance suffers a loss of normal earnings, the employee shall be granted five (5) consecutive calendar days' leave at their straight-time rate of pay beginning with the date on which the request is granted for spouse, son, daughter, mother, father, brother, and sister. Employees shall be granted three (3) consecutive calendar days' of funeral leave for son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents, great-grandparents, step-parents, grandchildren, spouse of brothers and sisters of employees, brothers, sisters, grandparents, great grandparents, and step-parents of the employee's spouse. Spouse in the preceding sentence is defined as the employee's current spouse. For step relatives other than step parents, funeral pay is authorized for such relatives if they had a step relationship when the employee was eighteen (18) years old or younger. An employee's step-child falls under this provision if the relationship began when the step-child was eighteen (18) years old or younger. Time off will be any days before or after the funeral, but the day of the funeral must be one (1) of these days. Any days granted for such purpose shall not be counted as hours of work for the purpose of computing overtime.

Section 2.--Notification.

It is agreed that employees requesting such leaves of absence to attend a funeral will promptly notify their immediate supervisor and will furnish to the Company such facts and information as shall be required to process all such claims.

ARTICLE XIX -- JURY AND WITNESS DUTY

Section 1.--Pay and Qualification.

An employee who shall be called to serve on a jury or subpoenaed as a witness in a criminal court case will be paid [not to exceed eight (8) hours per day] for the days on which he is prevented from reporting for work due to a jury meeting or witness duty. Witness pay shall be reduced by any compensation received from any other source while serving as a witness.

To qualify for jury or witness pay, the employee must immediately notify the Company through the Personnel Department that he has received a jury summons.

The Company reserves the right in all cases to apply to the court requesting that the employee be excused from jury service, provided he is needed for the efficient operation or maintenance of the plant.

Section 2.--Work Requirement.

An employee excused for jury service will not be required to work on the day he reports for jury service or witness duty.

An employee working the 12-hour shift will also be excused the night before the day of the jury duty.

ARTICLE XX -- SETTLEMENT OF GRIEVANCES PROCEDURE

Section 1.--Definition.

Grievances are defined as any dispute or controversy between the Union and the Company or between the Company and any employee covered by the Agreement who alleges the Contract has been misapplied with respect to matters arising out of the application or interpretation of this Agreement subsequent to the date hereof. For disputes filed on behalf of the Union, the grievance must be filed by a Union Committeeman or a Union Steward.

Section 2.--Procedure.

The procedure for orderly and prompt disposal of employee grievances shall be as follows, providing the grievance is presented within ten (10) days after the alleged occurrence, except in cases where the affected employee was absent from work on the date of occurrence, in which case the grievance must be entered no later than the tenth (10th) day after his return to work.

First Step. In all cases in which an employee believes he has a grievance, it must first be taken up with his immediate foreman either by the complaining employee in person, or through his Department Union Representative. If the grievance is presented by his Department Union Representative, the grieving employee, unless he shall have been previously discharged or otherwise terminated, must be present when his grievance is presented. The Union will keep the Company advised in writing of the name of the Union representative in each department.

Second Step. If the grievance is not satisfactorily adjusted in the First Step and the employee wishes to appeal, the grievance shall be reduced to writing on a grievance form furnished by the Company, signed by the employee and his Department Union Representative and shall be presented to the employee's General Foreman by the grieving employee and/or the Union Representative for his department with a copy sent to the Manager of Labor Relations. The Department Superintendent will render a decision in writing within five (5) days after receipt of such grievance.

Third Step. If a grievance is not satisfactorily settled in the Second Step, such grievance signed by the Chairman of the Plant Union Committee may be presented by the Chairman to the Chairman of the Company Committee. If a settlement is not affected prior to the time of the meeting, the Plant Union Committee may take the matter up for handling at the regular monthly meeting with representatives of the Company. The Company representatives will meet with the Plant Union Committee on the second Thursday of each month for the proper handling of grievances under the Settlement of Grievances Procedure and for the discussion of other items of mutual concern. The date of the meeting can be changed by mutual consent. The Union Committee will meet at twelve noon to prepare an agenda for the meeting with Company representatives at 1:00 p.m.

Section 3.--Time Limit.

If the employee or Union Representative declines or fails to file an appeal in any of the above steps of the Settlement of Grievances Procedure within ten (10) days after receipt of the Company's answer, the dispute will be considered closed on the basis of the decision last made.

Section 4.--Company Grievance.

Any grievance filed against the Union by the Company will be entered at Step Three of the Settlement of Grievances Procedure. Discharge and suspension cases may be submitted at the third step of the procedure.

Section 5.--Work Requirement and Union Chairman Schedule.

It is understood and agreed that all employees, including those functioning in one or more Union offices, have productive work to perform and will not leave their jobs during work hours to attend to Union matters except for instances provided for in this section. A regular employee will lose none of his regular pay as a result of time spent in presenting his grievance in accordance with the procedure provided for above in Step One of Section 2. A Department Union Representative (Steward) will represent only those employees within the plant or the Complex Group in which he works unless there is no steward in that group within the plant and may leave his work assignment for the purpose of discussing a grievance with his Foreman, an affected employee, his Union Committeeman, or his Department Superintendent at a mutually convenient time and for time so spent during normal working hours, he shall be paid. In situations where it is more appropriate for the Committeeman to leave his work assignment for similar purpose, he will be allowed to do so at a mutually convenient time.

The Union Chairman will be scheduled to work Monday through Thursday from 7:00 a.m. – 11:00 a.m. The Chairman will be excused from work Monday through Thursday from 11:30 a.m. – 3:30 p.m. and on Friday from 7:00 a.m. – 3:30 p.m. to conduct Union business in the Lake Charles Complex as required. The Chairman will perform regular duties when Union business is not needed. The Union will advise the Company in writing of the name of the Union Chairman. In addition, as many as eight (8) employees, including the Union Chairman, serving on the Union Committee in its monthly scheduled meeting with the Company will lose none of their regular pay by reason for such meeting. The Union will keep the Company advised in writing of the eight (8) employees who should thus be compensated.

The Company will pay each Union Committeeman scheduled to work on the day of the Union-Management meeting four (4) hours at their straight-time rate.

Section 6.--Continuity of Duties.

It is mutually agreed and understood that while any grievance is being presented, employees will continue to perform their assigned duties and that the Settlement of Grievances Procedure and arbitration as provided in Article XXI below, shall be the only method available for adjusting employee grievances.

ARTICLE XXI -- ARBITRATION

Section 1.--Notice of Arbitration.

Either party to this agreement may submit to an arbitration board any grievance arising out of the application or interpretation of the terms set forth in this Agreement which may not have been settled in the Settlement of Grievances Procedure provided in Article XX. Notice of Arbitration must be served in writing seven (7) days following the Union meeting on the first Thursday of the next month. The Notice of Arbitration shall clearly state the issue or dispute to be arbitrated and state further the section or sections of the Agreement alleged to be violated and the name of the parties' arbitrator.

Section 2.--Arbitration Board.

The arbitration board shall consist of one (1) representative from the Union and one (1) representative from the Company. Either party of the board of arbitration may request the Director of the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a list of seven (7) names of suggested arbitrators. The Union and the Company, within seven (7) days after receipt of said list, shall select the Impartial Arbitrator in the following manner: The representatives of the Company and the Union shall determine by lot the order of elimination and thereafter each shall in that order alternately eliminate one (1) man until only one (1) remains. The seventh or remaining person shall thereupon be accepted by both the Union and the Company as the third arbitrator.

Any grievance that has been in the arbitration step for eighteen (18) months will automatically be closed without precedent, unless either party requests in writing an extension.

Section 3.--Arbitration Timing.

The impartial arbitrator shall decide the grievance or dispute in writing and deliver a copy to each party within sixty (60) days from the date of the hearing.

Section 4.--Jurisdiction.

The impartial arbitrator shall have jurisdiction to apply, interpret or determine compliance with a section of this Agreement, but may not modify, add to or detract from any provision of this Agreement or have any authority in making of a new agreement.

Section 5.--Fees.

The fees and expenses of the impartial arbitrator shall be divided equally between the parties to the arbitration proceeding.

Section 6.--Decision.

A decision by the majority of the members of the arbitration board shall be accepted as a decision of the board and shall be final and binding upon the parties hereto, unless:

- (a) The arbitrator's decision is unclear as to the status of the language or issue arbitrated, then either party may ask for a clarification of the arbitrator's intent in the decision before complying with said decision (i.e., status of employee disciplined), or
- (b) The arbitrator exceeds his/her jurisdiction as stated in Section 4 of this Article XXI.

Provided the circumstances in "a" and "b" above are not present, it is understood that both parties will comply with the arbitrated decision as promptly as possible. The arbitration decision will not be retroactive for more than ten (10) days beyond the filing of the original grievance in the Settlement of Grievances Procedure.

ARTICLE XXII -- NON-DISCRIMINATION

The parties hereto agree to apply provisions of this agreement to all employees without discrimination because of race, color, sex, age, religious creed, national origin, physical handicaps, disabled veteran, veteran of the Vietnam era, or on account of any activity undertaken in good faith in his capacity as Union representative of other employees.

To simplify wording, the pronoun "he" and term "man" are used in this Agreement; these terms are not meant to denote gender and equally apply to employees of the male and female sex.

ARTICLE XXIII - TERMINATION

Section 1.--Agreement Duration.

This Agreement shall become effective August 31, 2012, and shall remain in full force and effect until midnight August 28, 2015, and from year to year thereafter unless either party desires to modify or terminate the Agreement and files a notice in writing of its desire to so terminate or modify at least sixty (60) days prior to midnight on August 28, 2015, or prior to midnight on August 28 of any subsequent year. Such notice shall be by registered mail and it shall be the duty of all parties to meet in joint conference not later than thirty (30) days prior to the termination for the purpose of negotiating a new or modified agreement.

Section 2.--Agreement Intent.

This Agreement constitutes a complete and final settlement of all demands of both parties, and, further, in consideration of the benefits granted herein, the Union hereby expressly waives any right to request that the Company bargain with the Union or with employees represented by the Union during the life of this Agreement, with respect to any economic or non-economic demands or with respect to any question of wages, hours, or other terms or conditions of employment.

Section 3.--Negotiation Pay.

Each Committee member will receive eight (8) hours' pay at their normal base rate, not to exceed forty (40) hours of pay in a week during contract negotiations.

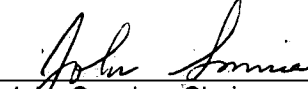
The Company will pay each Committee member according to their regular work schedule for contract preparation hours up to a maximum of three (3) weeks and the Union will reimburse the Company for such payment.

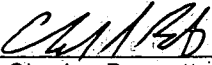
IN WITNESS WHEREOF, the Company and the Union have caused this agreement to be executed by their duly authorized representatives.

This Agreement is subject to ratification by Local Lodge 470, International Association of Machinists and Aerospace Workers. The Union shall advise the Company immediately by letter of such ratification.

Signed the 31st day of August, 2012, at Lake Charles, Louisiana.

FOR THE UNION:


John Savoie – Chairman



Charles Bennett – Member

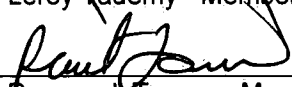

Brad Broussard – Member


Dwayne Burton – Member


Easton Fortenot – Member


Will Louviere – Member


Leroy Tadey – Member

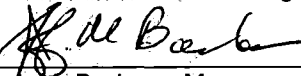

Roosevelt Tanner – Member


Ruby Young – Member



Brent Duhon – Alternate Member

FOR THE COMPANY:

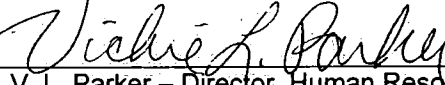

J. T. Anderson – Manager, Plant Svcs & Cost Mgmt


J. M. Barker – Manager, Operations CAD



R. D. Bechman – Manager, Labor Relations



B. K. Comeaux – Manager, Operational Services/Power


J. H. Hines – Director, Global Silica Manufacturing


V. L. Parker – Director, Human Resources

APPROVED:


Craig Martin – Directing Business Representative


Dan Hubert – Director, SBU Human Resources – CAD

APPENDIX "A"

Job Title	Hired Prior to 8/29/09			Hired On or After 8/29/09		
	9/3/12 Rate/Hr.	9/2/13 Rate/Hr.	9/1/14 Rate/Hr.	Job Rate 9/3/12 Rate/Hr.	Job Rate 9/2/13 Rate/Hr.	Job Rate 9/1/2014 Rate/Hr.
PRODUCTION						
<u>A Operator</u>						
Lead Operator	\$ 33.02	\$ 34.01	\$ 35.03	N/A	N/A	
	* \$ 28.30	* \$ 29.15	* \$ 30.03	N/A	N/A	
<u>B Operator</u>	\$ 29.28	\$ 30.16	\$ 31.07	\$ 28.84	\$ 29.71	\$ 30.60
	* \$ 25.10	* \$ 25.85	* \$ 26.63	* \$ 24.72	* \$ 25.47	* \$ 26.23
<u>C Operator</u>	\$ 28.06	\$ 28.90	\$ 29.77	\$ 23.69	\$ 24.40	\$ 25.13
	* \$ 24.05	* \$ 24.77	* \$ 25.52	* \$ 20.31	* \$ 20.91	* \$ 21.54
<u>D Operator</u>	\$ 26.63	\$ 27.42	\$ 28.25	\$ 20.60	\$ 21.22	\$ 21.85
	* \$ 22.83	* \$ 23.50	* \$ 24.21	* \$ 17.66	* \$ 18.19	* \$ 18.73
SHIPPING						
Lead Tankerman	\$33.02	\$34.01	\$35.03	N/A	N/A	
	* \$28.30	* \$29.15	* \$30.03	N/A	N/A	
Tankerman (2 Yrs. After T.P.)	\$29.28	\$30.16	\$31.07	... \$ 22.66	\$ 23.34	\$ 24.04 Entry
	* \$25.10	* \$25.85	* \$26.63	* \$ 19.42	* \$ 20.01	* \$ 20.61
				... \$ 23.69	\$ 24.40	\$ 25.13 Y1
				* \$ 20.31	* \$ 20.91	* \$ 21.54
				... \$ 24.72	\$ 25.46	\$ 26.23 Y2
				* \$ 21.19	* \$ 21.82	* \$ 22.48
Tankerman	\$28.56	\$29.42	\$30.30	... \$ 18.54	\$ 19.10	\$ 19.67 Entry
	* \$24.48	* \$25.22	* \$25.97	* \$ 15.89	* \$ 16.37	* \$ 16.86
				... \$ 19.57	\$ 20.16	\$ 20.76 Y1
				* \$ 16.77	* \$ 17.28	* \$ 17.79
				... \$ 20.60	\$ 21.22	\$ 21.85 Y2
				* \$ 17.66	* \$ 18.19	* \$ 18.73
PELS® SHIPPING						
Day Lead Packer	\$28.22	\$29.07	\$29.94	... \$ 18.54	\$ 19.10	\$ 19.67 Entry
				\$ 19.57	\$ 20.16	\$ 20.76 Y1
				\$ 20.60	\$ 21.22	\$ 21.85 Y2
Lead Packer	\$27.24	\$28.06	\$28.90	... \$ 18.54	\$ 19.10	\$ 19.67 Entry
	* \$23.35	* \$24.05	* \$24.77	* \$ 15.89	* \$ 16.37	* \$ 16.86
				... \$ 19.57	\$ 20.16	\$ 20.76 Y1
				* \$ 16.77	* \$ 17.28	* \$ 17.79
				... \$ 20.60	\$ 21.22	\$ 21.85 Y2
				* \$ 17.66	* \$ 18.19	* \$ 18.73
Packer/Shipper	\$25.61	\$26.37	\$27.17	\$ 14.42	\$ 14.85	\$ 15.30
	* \$21.95	* \$22.60	* \$23.29	* \$ 12.36	* \$ 12.73	* \$ 13.11
CELL REPAIR						
Leadman	\$28.22	\$29.07	\$29.94	... \$ 18.54	\$ 19.10	\$ 19.67 Entry
				... \$ 19.57	\$ 20.16	\$ 20.76 Y1
				... \$ 20.60	\$ 21.22	\$ 21.85 Y2
Electrolyzer Renewal Man - A & C	\$27.25	\$28.07	\$28.91	**** \$ 18.54	\$ 19.10	\$ 19.67
(5) Electrolyzer Renewal Helper	\$26.17	\$26.96	\$27.77	**** \$ 16.48	\$ 16.97	\$ 17.48

APPENDIX "A"

Job Title	Hired Prior to 8/29/09			Hired On or After 8/29/09		
	9/3/12 Rate/Hr.	9/2/13 Rate/Hr.	9/1/14 Rate/Hr.	Job Rate 9/3/12 Rate/Hr.	Job Rate 9/2/13 Rate/Hr.	Job Rate 9/1/2014 Rate/Hr.
MAINTENANCE						
Area Maintenance Leadman	5% Above SM Rate	5% Above SM Rate	5% Above SM Rate	5% Above SM Rate	5% Above SM Rate	
Service Mechanic						
Car Repairman	\$29.94	\$30.84	\$31.77	N/A	N/A	N/A
Carpenter	\$29.94	\$30.84	\$31.77	****	\$22.66	\$23.34 \$ 24.04
Electrician	\$32.16	\$33.12	\$34.11	N/A	N/A	N/A
	* \$27.57	* \$28.39	* \$29.24	N/A	N/A	N/A
Garage Mechanic	\$29.94	\$30.84	\$31.77	****	\$22.66	\$23.34 \$ 24.04
Heavy Equipment Operator	\$29.94	\$30.84	\$31.77	N/A	N/A	N/A
Instrument	** \$33.02	** \$34.01	** \$35.03	N/A	N/A	N/A
	* \$28.30	* \$29.15	* \$30.03	N/A	N/A	N/A
Machinist	\$32.16	\$33.12	\$34.11	N/A	N/A	N/A
Painter	\$29.94	\$30.84	\$31.77	****	\$22.66	\$23.34 \$ 24.04
Pipefitter	\$29.94	\$30.84	\$31.77	N/A	N/A	N/A
Rigger	\$29.94	\$30.84	\$31.77	N/A	N/A	N/A
Shift Repairman	\$32.16	\$33.12	\$34.11	N/A	N/A	N/A
	* \$27.57	* \$28.39	* \$29.24	N/A	N/A	N/A
Utility/Insulator	\$29.94	\$30.84	\$31.77	****	\$22.66	\$23.34 \$ 24.04
Welder	\$32.16	\$33.12	\$34.11	N/A	N/A	N/A
	* \$27.57	* \$28.39	* \$29.24	N/A	N/A	N/A
Service Helper	\$26.37	\$27.16	\$27.97	\$22.66	\$23.34	\$ 24.04

** Includes market competitiveness adjustment in 2009/2011

YARD	Hired Prior to 5/15/84			Hired On or After 5/15/84 ⁽¹⁾		
	9/3/12 Rate/Hr.	9/2/13 Rate/Hr.	9/1/14 Rate/Hr.	9/3/12 Rate/Hr.	9/2/13 Rate/Hr.	9/1/14 Rate/Hr.
Winch Truck Operator	\$27.12	\$27.93	\$28.77	N/A	N/A	N/A
Oiler	\$26.53	\$27.33	\$28.15	N/A	N/A	N/A

SERVICE POOL

New Hires in Service Pool classifications below will be into the Utility Crew Classification

Safety Repairman (Hired Prior to 8/29/09)	\$27.21	\$28.03	\$28.87	N/A	N/A	N/A
Truck Driver (Hired Prior to 8/29/09)	\$26.53	\$27.33	\$28.15	N/A	N/A	N/A
(3) Cement Finisher (Hired Prior to 8/29/09)	\$25.53	\$26.30	\$27.09	N/A	N/A	N/A
Garage Attendant (Hired Prior to 8/29/09)	\$24.99	\$25.74	\$26.51	\$21.13	\$21.76	\$22.41
General Workman (Wagon Master)(Hired Prior to 8/29/09)	\$24.99	\$25.74	\$26.51	\$21.13	\$21.76	\$22.41
(4) Safety Attendant (Hired Prior to 9/1/06)	\$25.79	\$26.56	\$27.36	\$21.98	\$22.64	\$23.32
General Workman (Hired Prior to 9/1/06)	\$24.99	\$25.74	\$26.51	\$21.13	\$21.76	\$22.41
Janitor (Hired Prior to 9/1/06)	\$24.99	\$25.74	\$26.51	\$21.13	\$21.76	\$22.41
Swamper (Hired Prior to 9/1/06)	\$24.99	\$25.74	\$26.51	\$21.13	\$21.76	\$22.41
Service Crew - A	\$24.70	\$25.44	\$26.20	\$20.87	\$21.49	\$22.14
Service Crew - A Hired on or After 8/29/09	\$18.54	\$19.10	\$19.67	N/A	N/A	N/A
Service Crew	\$24.70	\$25.44	\$26.20	\$20.87	\$21.49	\$22.14
Utility Crew (Hired After 9/1/06)	9/3/12 \$13.39	9/2/13 \$13.79	9/1/14 \$14.21	N/A	N/A	N/A
	* \$11.48	* \$11.82	* \$12.18	N/A	N/A	N/A

APPENDIX "A"

The "E" man will be paid the rate of the highest job on which he is regularly assigned. When an apprentice has completed his period of apprenticeship and is appointed to a mechanic's classification, he will be paid the job rate for the job on which he is assigned.

APPRENTICE SERVICE MECHANIC	Hired Prior to 8/29/09			Hired On or After 8/29/09		
	9/3/12	9/2/13	9/1/14	9/3/12	9/2/13	9/1/14
1st 6 Months	\$26.37	\$27.16	\$27.98	\$22.66	\$23.34	\$24.04
2nd 6 Months	\$26.53	\$27.33	\$28.15	\$23.41	\$24.11	\$24.84
3rd 6 Months	\$26.77	\$27.57	\$28.40	\$24.17	\$24.90	\$25.64
4th 6 Months	\$27.01	\$27.82	\$28.65	\$24.92	\$25.67	\$26.44
5th 6 Months	\$27.24	\$28.06	\$28.90	\$25.67	\$26.44	\$27.23
6th 6 Months	\$27.43	\$28.25	\$29.10	\$26.43	\$27.22	\$28.04
7th 6 Months	\$27.67	\$28.50	\$29.36	\$27.18	\$28.00	\$28.84
8th 6 Months	\$27.93	\$28.77	\$29.63	\$27.93	\$28.77	\$29.63

- (1) Promotional opportunities will be offered to incumbent employees (hired prior to May 15, 1984) first in each classification with new hire rates until such time there are 50% or more new employees (hired after May 15, 1984) after which the promotions will be selected from the entire group according to present selection procedure.
- (2) Trial rates for Service Mechanics will be as follows:

\$28.87	\$29.74	\$30.63
---------	---------	---------
- (3) Not paid unless worked four (4) hours or more. If worked four (4) hours or more, paid for full eight (8) hours.
- (4) Incumbent will not be eligible for a temporary promotion but will maintain contractual rights for a permanent promotion.
- (5) Electrolyzer Renewal Helper moves to Electrolyzer Renewal Man A or C after 2 years in the job
 - **** All employees hired on or after August 29, 2009 will receive the entry level rate for the assigned classification.
 - ... All employees hired on or after August 29, 2009 will receive the entry level rate for the assigned classification. Employees will receive an increase on the anniversary date of job placement until the job rate is reached.

APPENDIX "B"

JOINT UNION-MANAGEMENT SAFETY COMMITTEE

Formulating and executing plans to achieve well-balanced accident prevention programs requires participation from all employees. One avenue for achieving participation and cooperation on a broader basis is the Joint Union-Management Safety Committee. The purpose and function of the Committee are outlined as follows:

Purpose:

The overall purpose of the Joint Union-Management Safety Committee is to work in a cooperative effort to promote safety in the plant. Some specific duties will be:

- (1) To recommend ways to stimulate and maintain employee interest and participation in the plant safety program,
- (2) To act as a means for insuring the best possible communication of safety between employees in all departments,
- (3) To help identify job safety hazards for corrective action,
- (4) To encourage the spirit of cooperation in observing safety rules and procedures by all employees.
- (5) To provide a member to participate in safety-related root cause analysis, and
- (6) To provide input for changes into safety bulletins, safety procedures, and permanent deviations; and will provide input (upon employee request) into changes to work practice safety issues and disagreements in job assignment safety.

Personnel:

The Committee will consist of a total of ten (10) members, comprised of five (5) members selected from the plant supervisory group, and five (5) members selected from the Union. One each to come from Plant A, B, C, Complex, and Shipping, if possible; if not, additional at-large members will be appointed up to a total of five (5). The Safety Manager will serve as permanent Chairman and Secretary. The OSHA Coordinator will serve as a permanent member and recruit the other Union representatives.

Members of the Responsible Care Leadership Team (except Safety Department Personnel) and the Plant Union Committee will not be eligible to serve as members of the Committee. Also, no more than one (1) Departmental Union Representative may serve on the Committee at any one time. Members of the Committee should be selected from a cross-section of plant departments to insure good representation.

Each rotating member of the Committee will serve a minimum of one (1) year. He will continue for each subsequent year or until he resigns or a new appointment is made. Alternates shall be selected for each member to serve when a regular member is not available.

OSHA Coordinator:

The role of the OSHA Coordinator is to contribute to the effectiveness of the Committee by selecting interested persons to represent the Union, to work closely with Safety Management in addressing significant activities, and to function as a source of up-to-date safety information for the Union and the Company.

Scope and Functions of the Committee:

The functions of the Committee are intended to complement the plant safety program in order to obtain the most benefit to employee safety. The Committee is intended to be an integral part of the Company's safety program.

A variety of activities will be required to accomplish this task, and will include such items as:

- (1) Recommend items to the Responsible Care Leadership Team (RCLT),
- (2) Review and act on items referred by the RCLT,
- (3) Inspect plant facilities for housekeeping standards and safety hazards, and recommend corrective action,
- (4) Review the effectiveness of safety procedures and programs, and recommend improvements,
- (5) Review plant accident experience, including recordable injury and SIR investigations,
- (6) Work continually to maintain good communication of safety information to all employees,
- (7) Review safety suggestions submitted by employees,
- (8) Participate in mutually agreed training activities designed to enhance the effectiveness of Committee members in fulfilling their Committee responsibilities.
- (9) Participate with Safety Department personnel on selected safety projects.

Meetings:

The Committee will meet regularly each month on a mutually agreed day. The length of the meeting will be as necessary, up to a full workday. The minutes of the meeting will be written by the Secretary, and copy will be provided to each Committee member.

Committee members will lose none of their regular pay for time spent serving on the Committee while it is in session, or making scheduled inspections or special assignments.

APPENDIX "C"

General Safety and Health Items:

- (1) Beginning January 1, 2013 all employees are required to wear hard toe safety shoes and will be reimbursed for the purchase of two(2) pair per calendar year up to a maximum of one hundred fifty dollars (\$150.00) total. If the employee purchases more than one (1) pair of safety shoes, both receipts must be turned in at one time so it will be limited to only one transaction per employee per year submitted no later than the end of the first week of the following year.

For those employees whose jobs require hard toe rubber shoes, the Company will provide, free of charge, two (2) pair per year on an exchange basis. These employees will be reimbursed for the purchase of one (1) pair of leather shoes per year, up to a maximum of \$75.00.

- (2) The Company will furnish rules to all service mechanics on an exchange basis. The Company will furnish at the employee's option plastic dot gloves or leather driver's gloves to those employees listed below and in the quantities noted: (Amounts represent pairs/month)

Service Mechanics:	<u>Plastic Dot</u>	<u>Leather Driver's</u>
Machinists	4	2
Electrician	4	2
Instrument	4	2
Shift Repairman	4	2
Car Repairman	4	2
Pipefitter	4	2
Welder	4	2
Painter	4	2
Carpenter	4	2
Utility Insulator	4	2
Heavy Equipment Operator	4	2
Rigger	4	2
Garage Mechanic	4	2
Garage Attendant	3	1
General Workman	3	1
Service Crewman	3	1
Utility Crew	3	1
Oiler	3	1
Service Helper	3	1
Truck Driver	2	1
Janitor	2	1
Electrolyzer Leadman	1	1
Electrolyzer Renewal Man	1	1
Electrolyzer Renewal Helper	1	1

Gloves will be issued the first week of January for the year. Employees entering eligible groups after January will be issued gloves on a pro rata basis.

- (3) The Company will furnish tool pouches with belt and electrician's knife to electrical and instrument service mechanics.
- (4) Coveralls will be provided upon approval of the supervisor for entering manholes in boilers, condensers, strippers, and distillation columns and for application of epoxy compounds. Also coveralls will be provided when painting with epoxy under certain conditions, such as in high winds or closed-in areas, when the employee's clothing is apt to be destroyed.
- (5) The Company will provide a refrigerator or cold box in the control rooms and in the Machine Shop and Organic Shop lunch areas.
- (6) The Company will take appropriate steps to upgrade sanitary facilities.
- (7) The Company will provide, at no cost to the employee, the first pair of prescription safety glasses and pay the total cost of one (1) medical prescription. Subsequent to the first pair, the Company will supply a pair of glasses and pay one-half (1/2) the cost of prescriptions each two years.

APPENDIX "D"

12 -Hour Shift Memorandum of Agreement

This memorandum outlines the agreement between the Company and the International Association of Machinists and Aerospace Workers, Local 470, which provides for scheduling the Plant production areas to twelve-hour shifts.

1. Intent

The purpose of this agreement is to allow shift employees the opportunity to work a rearranged shift schedule which provides for twelve-hour work days. The parties believe such a schedule is beneficial to employees working a rotating shift. The objective of this agreement is to outline the changes in the current labor agreement and practices in order to allow the establishment of a twelve-hour schedule. The rearranged shift schedule must meet four basic criteria to be acceptable to the parties:

- a. The schedule will not cause an increase in costs to the Company,
- b. The schedule will not cause a loss in earnings opportunity to employees,
- c. The schedule must not result in lower productivity or increased exposure to health and safety risks, and
- d. Unscheduled vacancies (i.e.: illnesses, absences) will be filled.

2. Pay Practices

A. Basic Wages

In order to accomplish the equal cost criteria, base wage rates will be modified to an adjusted rate. (See Appendix "A")

B. Night Shift Differential

Employees working the night shift will be paid one dollar (\$1.00) per hour shift differential.

C. Overtime

1. Regularly Scheduled Overtime

Time worked in excess of eight (8) hours on a regular schedule work day up to a maximum of four (4) hours shall be paid at one and one-half (1.5) times the adjusted rate. During these overtime hours on a night shift, shift differential will not be considered in computing overtime pay.

2. Out of Schedule Overtime

Consecutive hours worked in excess of sixteen (16) hours in a workday or for hours worked on the seventh consecutive day worked in a work week, or for hours worked in excess of twelve (12) consecutive hours on a scheduled day off will be computed at 2.33x (times) the adjusted base rate. Other out-of-schedule overtime shall be paid at 1.75x (times) the adjusted base rate and night shift differential (between the hours of 6:30 p.m. and 6:30 a.m.) will be used (if applicable) when computing the overtime.

3. Call Out Pay

A minimum of four (4) hours and forty-five (45) minutes at the adjusted rate will be guaranteed on a call-out.

D. Holiday Pay

Employees under the twelve-hour shift program will receive eight (8) hours pay per holiday at the unadjusted rate.

Any employee who works a regularly scheduled shift on the holiday will receive pay at the rate of 1.75x (times) the adjusted rate in addition to the holiday pay.

Any employee who works a regularly scheduled day off on the holiday will receive pay at the rate of 1.75x (times) the adjusted rate for the first eight (8) hours worked in addition to the holiday pay. For all hours over eight (8) he will receive pay at the rate of 2.92x (times) the adjusted rate.

E. Overtime Meals

Article VIII, Section 7, of this Labor Agreement will not be applicable to employees working the regularly scheduled twelve-hour shift. However, if an employee is held over to cover a vacancy for two hours, an overtime lunch will be provided.

An overtime meal will be provided these employees under the following conditions:

(a) Twelve (12) or More Hours Notice Ahead of Schedule--

Due a lunch after working in excess of fourteen (14) hours and at five- (5) hour intervals thereafter.

(b) Without Twelve (12) Hours Notice Ahead of Schedule--

Due a lunch after working in excess of eight (8) hours and at five- (5) hour intervals thereafter. (First lunch may be ordered after working four (4) hours).

(c) In instances where an employee is called in or scheduled in ahead of the normal day shift, with or without twelve (12) hours notice, the operator will be due a lunch after working in excess of five (5) hours and at five- (5) hour intervals thereafter. (First lunch may be ordered upon reporting to work).

Employees who work overtime may request pay in lieu of an overtime lunch and receive Six Dollars (\$6.00) for each lunch due, to be paid at the end of each month. Lunches received may be eaten on Company time for the period necessary to eat.

3. Day Operator Assignment

The Day Operator Assignment will work a 42-day cycle thereby allowing coverage of twenty (20) jobs within that work period. Job time is 6:30 a.m. – 6:30 p.m. (Day Shift). Although a Day Operator assignment is not normally utilized under a 12-hour shift configuration, this Operator assignment will be maintained unless the Company determines that the assignment is no longer viable. This is consistent with the intent of the E-Man assignment under an eight (8) hour shift configuration.

The Day Operator's work schedule during the 42-day cycle will be four (4) weeks of thirty-six (36) hours and two (2) weeks of forty-eight (48) hours.

4. Trial Period and Rate

The rate of an employee on his first job classification in a department shall be as listed in Appendix "A" of this Agreement for the job to which the employee has been assigned. His initial trial period will be up to forty (40) consecutive days of actual work. Thereafter, when an employee assumes the duties of a higher-rated job within the same department, he will be required to complete a trial period of up to thirty (30) consecutive days of actual work. When there are two (2) employees on one (1) job because one (1) employee is "breaking in" on a higher-rated job, the employee learning the job will receive his previous rate of pay. An employee will be notified of a change in his classification and pay rate upon request.

A Tier "B" employee moving to Tier "A" on a permanent or temporary job will maintain his current pay rate until he assumes the duties of his new job. At that time the employee will assume the pay rate of the new job.

5. Postings

Only permanent beginning jobs in each progression line and permanent or temporary (known to be over sixty (60) days) leadman openings in Operations will be posted. Posted jobs will be placed on the main plant bulletin boards at each entrance to the Complex for a period of ten (10) working days. Eligible applicants shall file their requests in writing to the Personnel Department within a ten- (10) day period and one (1) such copy shall be forwarded by the Personnel Department to the Chairman of the Union Committee. It is agreed that where the senior qualified man, according to the progression schedule, in all departments except Maintenance is to be selected, no posting will be made. Successful applicants for an opening will be notified within eight (8) working days following the expiration date of any posting.

An employee who is off due to vacation or illness when a job he is qualified to bid on is posted, will be considered to have bid on the posted job.

6. Vacations

Earned vacation eligibility shall continue to accrue under the same schedule as now in effect. Vacation eligibility will be expressed in hours rather than weeks and shall be scheduled for work periods rather than weeks.

When annual vacation scheduling results in remaining unscheduled balances of four (4) or eight (8) hours, those hours will be included for payment in their last vacation period. Vacation scheduling which results in an annual overage of four (4) or eight (8) hours will be permitted with supervision's approval with those hours being unpaid.

Vacation Scheduling:

Vacation scheduling will be handled in the normal method with the corresponding hours remaining the same. (Note: The vacation selection/scheduling examples presented during the 2006 negotiations will be used as guidance.)

7. Holiday During Vacation

Holidays that occur during vacation time will be handled as per the current Labor Agreement. For employees under the twelve-hour shift program, Holiday Option will no longer be applicable.

8. **Funeral Leave**

The provisions contained within the Labor Agreement shall remain intact. However, employees under the twelve-hour shift program, if scheduled to work, will receive the normal day's pay as if working the day shift.

9. **Jury and Witness Pay**

The provisions contained within the Labor Agreement shall remain intact. However, employees under the twelve-hour shift program, if scheduled to work, will receive the normal day's pay as if working the day shift. An employee working the 12-hour shift will also be excused the night before the day of the jury duty.

10. **Benefit Plans** (Except as outlined in the 2006 Memorandum of Agreement for employees hired on or after September 1, 2006.)

A. Retirement – Savings - Group Life - Accidental Death and Dismemberment - Severance

The unadjusted base rate shall be used to determine levels of participation in these plans.

B. Accident and Sickness Pay

The unadjusted base rate will be used for payments and will continue to be based on the hours scheduled to work in that week. The waiting period provision will be altered to reflect the first eight (8) hours being forfeited when computing the A&S payment per workday provision as shown in the Schedule of Benefits in the Group Benefits Plan for Hourly Employees. As an example, one workday equals eight (8) hours and three workdays equal twenty-four (24) hours.

Employees who work a 12-hour shift must see a physician after the second day of work missed.

11. **Temporary Vacancies**

For Production Department full rotating shift jobs, except the entry job, temporary vacancies will be filled in this manner: If known to be for an extended period of time, these vacancies can be filled by vacation relief employees up to and including sixty (60) days; otherwise one to ten days--by any qualified employee or overtime; 11 to 60 days--senior qualified employee, including vacation relief employees, or overtime; over 60 days--will be filled according to the job posting requirements set forth under Section 5 of this Agreement. When choosing to fill extended temporary vacancies with relief people, senior relief people will fill senior extended temporary vacancies and junior relief people will fill junior extended temporary vacancies, subject to the qualified relief employees' availability. Any deviation will result in an adjustment of the assignment to extended temporary vacancies on the next posted schedule.

12. **Unscheduled Vacancies Staffed by Overtime**

A. Overtime assignments shall be offered to qualified employees in the following order:

(1) Extra qualified people in the progression line -- without overtime.

(2) Hold or call for period of *four (4)* hours or less.

(a) On that job.

(b) Other qualified people in that unit. This includes lead operators when they have single unit responsibility only. Start with the same classification first, then the next higher classification, etc. If there are two employees in the same classification in the unit, contact the person who did not work overtime last.

(c) Other qualified people in that control room.

(d) Any qualified person.

(3) Call in the off person on that job. This off person refers only to people assigned to that job and *E-operator (day operator)* and *relief operators* as long as they last covered that job. Operators who are assigned to another job who are covering that vacancy on overtime are not considered off on that job. (Includes people who are on off days before or after vacation days).

(a) First, call *the off* employee(s) who worked the same shift last (if more than one person off on the same shift, go first to the person who worked most recently).

(b) Second, call *the off* employee(s) who worked the opposite shift last (if more than one person off on the same shift, go first to the person who most recently worked).

(c) Third, call anyone else who is off on that job. (*Reminder: The E-operator is the off person on a job he worked on Wednesday or Thursday.*)

- (4) Call other qualified off people in that unit. This includes lead operators when they have single unit responsibility only. This includes vacation relief and day operators as long as they were last scheduled to work in that unit.
 - (a) Call people in the same classification first, then the next higher classification, etc.
 - (b) Use steps (a) (b) and (c) under (3) above to determine order of callout.
 - (c) If there is a tie, call the person who did not work overtime last.
- (5) Call other qualified people in that control room (could be more than one unit). This includes lead operator, day operator, vacation relief operator, trainees, trainers, and floaters if last scheduled in that control room.
 - (a) Call the operator at same classification next, then go to other classifications. Use steps (a), (b), and (c) under (4) above to determine the order.
 - (b) Next, call other qualified people in that control room.
- (6) Any qualified person that can be located.
- (7) If the job cannot be filled by other means, fill the job by hold-and-call up to six (6) hours, but continue to make every effort to fill the job as outlined above.

B. Block Overtime

A block of overtime is a group of overtime doing the same job for more than one (1) day. The only person(s) eligible for block coverage is the off person(s) who is regularly scheduled to work that job, including the E-operator and relief operator(s) if that is the last scheduled job the person(s) worked. When arranging coverage for a block of overtime, use the following procedure:

- (1) Weekly Scheduled/Extra Coverage: Follow the overtime procedure. When a person can only cover part of the block (consecutive days only), then the day(s) that person cannot cover should be covered by continuing to follow the overtime procedure.
- (2) Call off: If an operator calls in and cannot come to work, the supervisor must have a clear indication the person will be out of work more than one (1) day to cover it as a block. If the supervisor is unsure, the vacancy must be filled one day at a time.

The person working block overtime cannot selectively pick non-consecutive days in the block, such as Monday, Wednesday. The person must take a block of consecutive days.

- (a) First, offer the entire block to the people on the job in the following order:
 - First, call and offer the overtime block to the employee who worked the same shift last (vacation relief, day operator or E-operator included if they worked the job on the same shift last).
 - Second, call the employee who worked the opposite shift last.
- (b) If one of these employees takes the entire block but misses a day, then he loses rights to the following days of the block and the remainder of the block will be scheduled per the overtime procedure, one day at a time.
- (c) If the entire block cannot be filled, then fill as much of the block as possible and then fill the remainder per the overtime procedure, one day at a time.
- (d) Fill the remaining days one day at a time per the overtime procedure.

A unit is defined as follows:

<u>Plant</u>	<u>Area</u>	<u>Unit</u>
Chlor-Alkali "A"	Liquefaction	South
		North

- C. An overtime assignment which remains unfilled after following the preceding steps may be offered to any qualified employee(s). Where practical, employees on scheduled days off may be allowed to split an overtime shift.
- D. To assure availability of qualified replacements to staff unscheduled vacancies, the following system shall be used to assign the responsibility to be available. However, if in the opinion of supervision, it is not necessary to employ this system of guaranteeing availability within any job classification, the assignment of availability responsibility will be inoperative. Decisions to make the system operative are the sole responsibility of supervision.
 1. Employees will be allowed the option to volunteer to be available for call out on scheduled days off. Selections will be made no later than the next to the last shift of a scheduled work period. The order for volunteering shall be the same as the order for offering overtime assignments described previously in Section A. Qualified employees may volunteer for more than one job on the same shift.

2. Should no qualified employee volunteer to be available for a specific shift, the employee who last worked the same job on the same shift will be assigned the availability responsibility.
3. Employees assigned as available are responsible to keep the Shift Supervisor informed of the telephone number where they can be reached to be able to report during the first two hours of the shift. Responsibility to be available shall end one hour after the start of the shift.

13. Duration of Agreement

This agreement may be canceled in its entirety by either party by serving fourteen (14) calendar days written notice.

14. Selection of 12-Hour Shift

Before a 12-hour shift proposal will be adopted, there must be a seventy-five (75) percent majority vote of the affected employees favoring the adoption of the 12-hour shift.

APPENDIX "A"

60 Weeks With Day Operator - All Hours Worked Equalize

$$\begin{array}{r}
 20 \times 48 = 960 \\
 40 \times 36 = 1440 \\
 \hline
 \text{Total:} = 2400
 \end{array}$$

Under 8-Hour Shift

			Total Wages	
<u>Wks</u>	<u>Hrs/Wk</u>	<u>Rate</u>	<u>During Period</u>	<u>Adj Rate Over 8 = OT</u>
60	x 40	x (A)	16.10 = \$38,640	(13.80)
60	x 40	x (B)	15.53 = \$37,272	(13.312)
60	x 40	x (C)	14.79 = \$35,496	(12.677)
60	x 40	x (D)	13.92 = \$33,408	(11.932)

Using Accounting System When Over 8 Hours/Day = O.T.

<u>Shifts</u>	<u>Hours Over 8/Day</u>	<u>Overtime Requirement</u>	<u>Adjusted Hr. Needed</u>
20 (48 s)	x 16	x 0.5	= 160
40 (36 s)	x 12	x 0.5	= 240
		TOTAL	400 Hours

APPENDIX "E"

12 -Hour Maintenance Shift Memorandum of Agreement

This memorandum outlines the agreement between the Company and the International Association of Machinists and Aerospace Workers, Local 470, which provides for scheduling the maintenance shift workers to twelve-hour shifts.

1. Intent

The purpose of this agreement is to allow shift employees the opportunity to work a rearranged shift schedule which provides for twelve-hour work days. The parties believe such a schedule is beneficial to employees working a rotating shift. The rearranged shift schedule must meet the following basic criteria to be acceptable to the parties:

- a. The schedule will not cause an increase in costs to the Company,
- b. The schedule will not cause a loss in earnings opportunity to employees,
- c. The schedule must not result in lower productivity or increased exposure to health and safety risks,
- d. Unscheduled vacancies (i.e.: illnesses, absences) will be filled.

2. Pay Practices

A. Basic Wages

In order to accomplish the equal cost criteria, base wage rates will be modified to an adjusted rate. (See Appendix "A")

B. Night Shift Differential

Employees working the night shift will be paid one dollar (\$1.00) per hour shift differential.

C. Overtime

1. Regularly Scheduled Overtime

Time worked in excess of eight (8) hours on a regular schedule work day up to a maximum of four (4) hours shall be paid at one and one-half (1.5) times the adjusted rate. During these overtime hours on a night shift, shift differential will not be considered in computing overtime pay.

2. Out of Schedule Overtime

Consecutive hours worked in excess of sixteen (16) hours in a workday or for hours worked on the seventh consecutive day worked in a work week, or for hours worked in excess of twelve (12) consecutive hours on a scheduled day off will be computed at 2.33x (times) the adjusted base rate. Other out-of-schedule overtime shall be paid at 1.75x (times) the adjusted base rate and night shift differential (between the hours of 6:30 p.m. and 6:30 a.m.) will be used (if applicable) when computing the overtime.

3. Call Out Pay

A minimum of four (4) hours and forty-five (45) minutes at the adjusted rate will be guaranteed on a call-out.

D. Holiday Pay

Employees under the twelve-hour shift program will receive eight (8) hours pay per holiday at the unadjusted rate.

Any employee who works a regularly scheduled shift on the holiday will receive pay at the rate of 1.75x (times) the adjusted rate in addition to the holiday pay.

Any employee who works a regularly scheduled day off on the holiday will receive pay at the rate of 1.75x (times) the adjusted rate for the first eight (8) hours worked in addition to the holiday pay. For all hours over eight (8) he will receive pay at the rate of 2.92x (times) the adjusted rate.

E. Overtime Meals

Article VIII, Section 7, of this Labor Agreement will not be applicable to employees working the regularly scheduled twelve-hour shift. However, if an employee is held over to cover a vacancy for two hours, an overtime lunch will be provided.

An overtime meal will be provided these employees under the following conditions:

(a) Twelve (12) or More Hours Notice Ahead of Schedule--

Due a lunch after working in excess of fourteen (14) hours and at five- (5) hour intervals thereafter.

(b) Without Twelve (12) Hours Notice Ahead of Schedule--

Due a lunch after working in excess of eight (8) hours and at five- (5) hour intervals thereafter. (First lunch may be ordered after working four (4) hours).

- (c) In instances where an employee is called in or scheduled in ahead of the normal day shift, with or without twelve (12) hours notice, the employee will be due a lunch after working in excess of five (5) hours and at five- (5) hour intervals thereafter. (First lunch may be ordered upon reporting to work).

Employees who work overtime may request pay in lieu of an overtime lunch and receive Six Dollars (\$6.00) for each lunch due, to be paid at the end of each month. Lunches received may be eaten on Company time for the period necessary to eat.

3. Trial Period and Rate

The rate of an employee on his first job classification in a department shall be as listed in Appendix "A" of this Agreement for the job to which the employee has been assigned. His initial trial period will be up to forty (40) consecutive days of actual work. An employee will be notified of a change in his classification and pay rate upon request.

4. Job Assignments

When Shift Repairmen are rotated to day shift, they may be used in any Service Mechanic classification that matches their qualifications.

5. Postings

The shift electrician, shift instrument mechanic and their associated shift relief positions will be posted on three (3) year intervals. The posting will go up in October and will remain up for a period of ten (10) working days. Group (Promotion) Seniority will be used to determine the successful bidders. By request, an employee may come off shift at the end of a calendar year. Should a vacancy develop for any reason during the three- (3) year term, the position will be posted and the selected employee will complete the remainder of the three- (3) year term.

6. Vacations

Earned vacation eligibility shall continue to accrue under the same schedule as now in effect. Vacation eligibility will be expressed in hours rather than weeks and shall be scheduled for work periods rather than weeks.

When annual vacation scheduling results in remaining unscheduled balances of four (4) or eight (8) hours, those hours will be included for payment in their last vacation period. Vacation scheduling which results in an annual overage of four (4) or eight (8) hours will be permitted with supervision's approval with those hours being unpaid. These five- (5) person groups for both skills will be treated separately from day electrical and instrument personnel in vacation scheduling.

7. Holiday(s) During Vacation

Holidays that occur during vacation time will be handled as per the current Labor Agreement. For employees under the twelve-hour shift program, Holiday Option will no longer be applicable.

8. Funeral Leave

The provisions contained within the Labor Agreement shall remain intact. However, employees under the twelve-hour shift program, if scheduled to work, will receive the normal day's pay as if working the day shift.

9. Jury and Witness Pay

The provisions contained within the Labor Agreement shall remain intact. However, employees under the twelve-hour shift program, if scheduled to work, will receive the normal day's pay as if working the day shift. An employee working the 12-hour shift will also be excused the night before the day of the jury duty.

10. Benefit Plans (Except as outlined in the 2006 Memorandum of Agreement for employees hired on or after September 1, 2006.)

A. Retirement Savings Plan - Group Life - Accidental Death and Dismemberment - Severance

The unadjusted base rate shall be used to determine levels of participation in these plans.

B. Accident and Sickness Pay

The unadjusted base rate will be used for payments and will continue to be based on the hours scheduled to work in that week. The waiting period provision will be altered to reflect the first eight (8) hours being forfeited when computing the A&S payment per workday provision as shown in the Schedule of Benefits in the Group Benefits Plan for Hourly Employees. As an example, one workday equals eight (8) hours and three workdays equal twenty-four (24) hours.

Employees who work a 12-hour shift must see a physician after the second day of work missed.

11. E-Day Coverage

E-Day for the Maintenance worker will be on the Monday day shift of the four-day shift turn as shown by E1 on the attached schedule. The 7:00 a.m. – 3:30 p.m. portion of the E-Day shift will not be covered. The 3:30 p.m. – 7:00 p.m. portion of the shift will be covered by the night shift scheduled in early at 3:30 p.m.

An absence by an employee who is scheduled to cover all or part of an E-Day will count as an occurrence under the Absentee Control Program.

Day worker holidays which fall on E-Days will be covered by the shift that is scheduled to start the day shift coverage the following day.

12. Overtime Manning

A. Shift Carryover

On shift carryover jobs of four (4) hours or less, work will be continued by the low available man (or men) on the job from the classification(s) required to continue the job. If the carryover job cannot be filled this way, the next step will be to force the low man (or men) on the job.

B. Unscheduled Shift Vacancies

In order to fill unscheduled vacancies by overtime, the job assignment will be offered to qualified employees in the following order:

1. Offer assignment to the low, off (shift) employee.
2. If none of the off employees want the overtime, the low, off (shift) employee will be forced.
3. If none of the off employees can be contacted to be forced, then coverage will be set up with regular day maintenance. Regular day maintenance overtime procedures will be used in this instance.

C. Scheduled Days Off

Shift maintenance mechanics can make themselves available for overtime on their scheduled days off. This availability does not apply to supplementing or covering shift. The plant designation for availability will always be shown as Complex ("X"). Shift maintenance mechanics will work the hours of 7:00 a.m. to 3:30 p.m. with an unpaid lunch when working days with day maintenance on a scheduled day off unless notified otherwise.

13. Shift Relief

Vacation relief coverage will not be for more than 48 hours per work week.

Shift relief maintenance employees will work the hours of 7:00 a.m. to 3:30 p.m. with an unpaid lunch unless notified in advance when they are not scheduled on regular shift coverage and working days.

14. Duration of Agreement

This agreement may be canceled in its entirety by either party by serving fourteen (14) calendar days written notice.

15. Selection of 12-Hour Shift

Before a 12-Hour shift proposal will be adopted, there must be a seventy-five (75) percent majority vote of the affected employees favoring the adoption of the 12-hour shift.

APPENDIX "F" – SERVICE POOL

- The Service Pool shall consist of employees from the following job classifications; Service Crew, Janitor, Truck Driver, Safety Repairman, General Workman, General Workman (Wagonmaster), Garage Attendant, Safety Attendant, Swamper and Utility Crew.
- Incumbents in the above classifications will be grandfathered in their current position, rate of pay, benefits, seniority and other terms and conditions of employment in accordance with the Labor Agreement.
- New hires into the Service Pool will be assigned to the Utility Crew classification at a pay rate specified in APPENDIX A with no benefits except for holiday pay and one week of vacation after one full year of service. Effective January 1, 2010 Utility Crew will be eligible for the Basic Health Care plan and have the same monthly contributions and eligibility rules as non-Utility Crew personnel. Employees will receive the appropriate benefit structure of a higher job level once they have successfully completed the trial period on the higher job. Employees in the Utility Crew classification will be eligible for the Chlor-Alkali & Derivatives Variable Pay Plan on the same terms and conditions as other participants.
- In order to successfully fulfill the needs of the plant, local management is committed to maintain a minimum number of Production Service Crew "A" qualified persons based upon business conditions. Person(s) moved into Production Service Crew "A" and Shipping Service Crew "A" will receive benefits applicable to employees hired on or after September 1, 2006.
- Utility Crew employees will be required to take the standard employment test to determine if they can be "A/B" qualified. Testing will be conducted on a monthly basis. Employees who are not successful on the standard employment test will be allowed to retest after completion of the Basic Operator Training. Failure to pass the retest will result in permanent assignment in the Utility Crew.
- Persons hired into the Utility Crew classification will perform duties within the Service Pool as assigned at the discretion of management.
- Service Pool employees will be eligible to bid on entry level jobs in Tier "B". Upon bidding, the senior eligible employee will be selected for the job.
- If no qualified Utility Crew persons are available, Tier "B" can be filled with external hires.

APPENDIX "G"

Job Progression to Tier "A" Production and Shipping Classifications and Entry to the Service Crew "A" Classifications

1. Internal Candidates

First Priority

Employees hired prior to August 29, 2009 are grandfathered and must meet the requirements that were in place prior to August 29, 2009 and shall be considered before direct hires (see 2 below).

Second Priority

Employees hired after August 29, 2009 can qualify for Production Service Crew "A" by successfully completing the qualification testing (currently the SAM) and completing the P-Tech Support Technical Certificate Program at Sowela Technical Community College (or equivalent educational program) or by meeting the same criteria required for direct hires into the Production Service Crew "A" or the Shipping Service Crew "A" (or 2+ years of Pels* Shipping experience). Educational assistance (EEAP) will be available for the Sowela certificate program (or equivalent educational program). These Internal Candidates shall be considered before direct hires.

2. Direct Hires*

Third Priority

New Hires will be hired directly into the Production Service Crew "A" classification if they successfully complete the pre-employment qualification testing (currently the SAM) and meet the following criteria: an Associate Degree in Process Technology, or two (2) years relevant chemical/process operations experience, or an Associates Degree in a related technical discipline.

New hires will be hired directly into the Shipping Service Crew "A" classification if they successfully complete the pre-employment qualification testing (currently the SAM) and meet the following criteria: Have two (2) years relevant shipping experience or hold a tankerman license.

3. Internal Candidates

Fourth Priority

Post 8/29/09 employees that have not completed the P-Tech Support Technical Certificate Program at Sowela Technical Community College, but have successfully completed the qualification testing (currently the SAM) will be considered if there are no qualified external candidates available.

4. External Candidates*

Fifth Priority

Outside hires that have passed the qualification testing (currently the SAM).

** The Company reserves the right to change/determine selection criteria for all new hires.*

Silos & Progression Lines (Attachment A)

